



AMENDMENT

This amendment ("Amendment") is made this ____ day of _____, 2019 by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Coppell, with offices at 255 Parkway Blvd, Coppell, Texas 75019 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 15, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

Adding Licensed Software. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of. Payment of fees and costs for such items shall conform to the following terms:

- a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
 - b. Maintenance Fees. Maintenance will start on March 1, 2021. Year 1 annual maintenance and support fees, prorated for a time period commencing on the March 1, 2021 and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on March 1, 2021. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following Investment Summary conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: David Carll
Quote Expiration: 2/19/2019
Quote Name: City of Coppell-ERP-Asset Performance
Quote Number: 2018-55840
Quote Description: City of Coppell AM and AP Migration Quote 092818 v2

Sales Quotation For

City of Coppell
255 Parkway Blvd.
PO Box 9478
Coppell, TX 75019-0478
Phone +1 (972) 462-0222

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Asset Maintenance	\$189,000.00	216	\$37,800.00	\$0.00	\$226,800.00	\$37,800.00
Asset Performance (20)	\$12,000.00	128	\$22,400.00	\$0.00	\$34,400.00	\$2,400.00
Requestor Access License	\$4,200.00	0	\$0.00	\$0.00	\$4,200.00	\$840.00
Tyler GIS - Site License	\$24,500.00	0	\$0.00	\$0.00	\$24,500.00	\$4,900.00
Tyler Incident Management	\$16,500.00	64	\$11,200.00	\$0.00	\$27,700.00	\$3,300.00
Sub-Total:	\$246,200.00		\$71,400.00	\$0.00	\$317,600.00	\$49,240.00
<u>Less Discount:</u>	<u>\$213,500.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$213,500.00</u>	<u>\$0.00</u>
TOTAL:	\$32,700.00	408	\$71,400.00	\$0.00	\$104,100.00	\$49,240.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00
TOTAL:				\$2,400.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$32,700.00	\$49,240.00
Total Tyler Services	\$73,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$106,500.00	\$49,240.00
Contract Total	\$155,740.00	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
Asset Maintenance	\$189,000.00	\$189,000.00	\$0.00	\$37,800.00	\$0.00	\$37,800.00
Asset Performance (20)	\$12,000.00	\$0.00	\$12,000.00	\$2,400.00	\$0.00	\$2,400.00
Requestor Access License	\$4,200.00	\$0.00	\$4,200.00	\$840.00	\$0.00	\$840.00
Tyler GIS - Site License	\$24,500.00	\$24,500.00	\$0.00	\$4,900.00	\$0.00	\$4,900.00
Tyler Incident Management	\$16,500.00	\$0.00	\$16,500.00	\$3,300.00	\$0.00	\$3,300.00
TOTAL:	\$246,200.00	\$213,500.00	\$32,700.00	\$49,240.00	\$0.00	\$49,240.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.