

AMENDMENT

This amendment ("Amendment") is made this 24 day of July, 2019 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Dalton, with offices at 300 West Waugh Street, Dalton, Georgia 30720 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 29, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The software, services and support in the attached quote are hereby added to the Agreement.
2. Fees for services added to the Agreement pursuant to this amendment, plus expenses, will be invoiced as follows:
  - a. Licenses fee of \$1,500 is invoiced when we make the Tyler Reporting Services software available for download; and
  - b. Fees for services, plus applicable travel expenses, are due as provided/incurred.
3. Munis Crystal Reports Software is removed from the Agreement six (6) months the execution date of this Amendment. Upon such date, Client's right to use such software is terminated, as are Tyler's obligations to support, update, maintain, and host such software.
4. This amendment results in no change in SaaS fee payment obligation.
5. To the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement. We will make any such software available to you for download.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. The products and services in the attached sales quotation are hereby added to the Agreement.

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

Tyler Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Dalton

By: Cindy Jackson \_\_\_\_\_

Name: Cindy Jackson \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: 7-24-19 \_\_\_\_\_



Quoted By: Cindy Chase  
Date: 7/11/2019  
Quote Expiration: 1/4/2020  
Quote Name: City of Dalton - ERP - TRS Migration  
Quote Number: 2019-88981  
Quote Description: TRS Migration

**Sales Quotation For**

City of Dalton  
PO Box 1205  
Dalton, GA 30722-1205  
Phone +1 (706) 278-6006

SaaS	Description	# Years	Annual Fee	One Time Fees		
				Impl. Hours	Impl. Cost	Data Conversion
<b>Additional:</b>						
	Tyler Reporting Services	1.25	\$2,927.00	0	\$0.00	\$0.00
	Sub-Total:		\$2,927.00		\$0.00	\$0.00
	<u>Less Discount:</u>		<u>\$2,927.00</u>		<u>\$0.00</u>	<u>\$0.00</u>

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Productivity:</b>						
Tyler Reporting Services	\$7,500.00	16	\$2,560.00	\$0.00	\$10,060.00	\$0.00
Sub-Total:	\$7,500.00		\$2,560.00	\$0.00	\$10,060.00	\$0.00
<u>Less Discount:</u>	<u>\$6,000.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$6,000.00</u>	<u>\$0.00</u>
<b>TOTAL:</b>	<b>\$1,500.00</b>	<b>16</b>	<b>\$2,560.00</b>	<b>\$0.00</b>	<b>\$4,060.00</b>	<b>\$0.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$1,500.00	\$0.00
Total Tyler Services	\$2,560.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$4,060.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$4,060.00</b>	

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
<b>Productivity:</b>						
Tyler Reporting Services	\$7,500.00	\$6,000.00	\$1,500.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$7,500.00</b>	<b>\$6,000.00</b>	<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

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. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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.

## Comments

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.

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.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

SaaS fees start 10/1/19-12/31/20 SaaS fees in total don't change