



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 Webb County, Texas with offices at 1110 Washington Street, Ste. 304, Laredo, TX 78040-4471 ("Client").

WHEREAS, Tyler and the Client are parties to a software as a subscription agreement dated December 18, 2015 ("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:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. 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"). The Client's license rights for such software are perpetual and will not be affected by the Subscription term.
 - b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date 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 the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement. By paying your annual maintenance fee, Client will be entitled to the rights under Exhibit C, Sections 2, 3, and 6.
 - 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.

[Signatures to follow on the next page.]

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

Tyler Technologies, Inc.

Webb County, Texas

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attested:

By: _____

Margie Ramirez-Ibarra
Webb County Clerk

Approved as to Form:

By: _____

Ramon A. Villafranca, Jr.
Assistant General Counsel
Webb County Civil Legal Division*

*By law, the Civil Legal Division may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On March 11, 2019; item no. _____.



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 sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Sales Quotation For
 Webb County
 1110 Washington St Ste 304
 902 Victoria Street
 Laredo, TX 78040-4471
 Phone: +1 (956) 523-4069

Quoted By: Brad Reed
 Quote Expiration: 7/29/2019
 Quote Name: Webb County - NW ERP - Personnel Actions
 Quote Number: 2019-65639
 Quote Description: Personnel Actions

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Payroll/HR						
Personnel Actions	\$14,500	48	\$8,400	\$0	\$22,900	\$2,610
	\$14,500		\$8,400	\$0	\$22,900	\$2,610
Sub-Total:	\$14,500	48	\$8,400	\$0	\$22,900	\$2,610

Summary

Total Tyler Software \$14,500
 Total Tyler Services \$8,400
 Total Third Party Hardware, Software and Services \$0
Summary Total \$22,900
Contract Total \$25,510

Recurring Fees

\$14,500
 \$8,400
 \$0
\$22,900
\$25,510

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.#: _____

Comments

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.

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Travel and expenses are not included under Total Services as they are billed at actual cost. A separate line item above "Estimated Travel Expenses", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon \$2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only 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.

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.