

AMENDMENT

This amendment ("Amendment") is made this 12<sup>th</sup> day of February 2018 by and between Tyler Technologies, Inc., with offices at 1 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 Agreement;

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

1. The following Tyler Software applications are hereby removed from the Agreement as of September 30, 2017:

a. Business Licensing	\$1,801.00
b. Municipal Inspections	\$2,316.00
c. Parcel Management	\$1,287.00
d. Permits	\$2,316.00
e. Project Planning	\$2,316.00
f. ePermits	\$1,029.00
g. eLicense	\$1,029.00
h. CD Analytics	\$2,144.00
i. Bid and Quote Management	\$1,201.00
j. eBid	\$1,029.00

2. Upon such date, Tyler's obligations to support, maintain and update such applications will terminate. Upon execution of this Amendment, Subscription fees will be updated per the table below and Invoice# 045-203810 will be credited and reissued accordingly.

Year	Date Range	Original Amount	New Amount
3	10/01/17 – 09/30/18	\$128,420	\$111,952
4	10/01/18 – 09/30/19	\$128,420	\$111,952
5	10/01/19 – 09/30/20	\$128,420	\$111,952
6	10/01/20 – 09/30/21	\$136,690	\$120,222
7	10/01/21 – 09/30/22	\$136,690	\$120,222
8	10/01/22 – 09/30/23	\$136,690	\$120,222
9	10/01/23 – 09/30/24	\$136,690	\$120,222
10	10/01/24 – 09/30/25	\$136,690	\$120,222

3. The items in the attached sales quotation are hereby added to the Agreement upon execution 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 subscription term for the Tyler Software already licensed under the Agreement, will be

invoiced on the Available Download Date. Subsequent annual maintenance fees, at our then-current rates, will be invoiced in advance and at the same time as the annual subscription fees. 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. Fees for services, plus expenses, will be invoiced as provided and/or incurred.
- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. 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.

Webb County

By: Robert Kennedy-Jensen

By: TANO E. OLIVERA

Name: Robert Kennedy-Jensen

Name: TANO E. OLIVERA

Title: Senior Corporate Attorney

Title: Webb County Judge

Date: February 12, 2018

Date: February 12, 2018

ATTESTED:

Margie Ramirez-Ibarra  
Margie Ramirez-Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

Alexandra Colessides-Solis  
Alexandra Colessides-Solis

Webb County Civil Legal Division Director

\*By law, this office 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 February 12, 2017: Item No. 20.



Quoted By: Brad Reed  
 Date: 11/29/2017  
 Quote Expiration: 2/26/2018  
 Quote Name: Webb County - Add UM Service Orders  
 Quote Number: QUO-38040-V0M1Z8  
 Quote Description: UM Service Orders

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

Software and Related Services

Description	License	License Total	Imp Cost	Imp # of Days	Year 1 Maintenance
Service Order Processing - Software	\$2,200.00	\$2,200.00	\$2,550.00	2.0	\$396.00
<b>Total:</b>	<b>\$2,200.00</b>		<b>\$2,550.00</b>	<b>2.0</b>	<b>\$396.00</b>

Summary	One Time Fees	Recurring Fees
Total Software	\$2,200.00	\$396.00
Total Services	\$2,550.00	\$0.00
Contract Total (Excluding Estimated Travel Expenses)	\$5,146.00	
Estimated Travel Expenses Trips @ \$2,000/each -Includes airfare, car rental, hotel accommodations and per diem	\$2000.00	

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The software, services, and hardware, as applicable that are itemized above are hereby added to your existing Agreement with us. The software and hardware fees will be invoiced to you in full upon receipt of your signed quote. The service fees will be billed to you as services are delivered and the travel expenses are due as incurred. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.

Authorized Client Signatory:

Customer Approval:

Date:

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

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Footnotes**

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.

Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

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Prices assumes that all software proposed is licensed.

An unlimited Site License is included for the above-proposed software. The Site License is available to only the affiliated Public Administration agencies within the Prospect listed on this Price Quotation.

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. ]