



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Broken Arrow, with offices at 220 South 1st Street, Broken Arrow, Oklahoma 74012 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 16, 2019 ("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 Amendment Effective Date.
2. Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Additional Terms for Tyler Systems Management attached to this Amendment as Exhibit 2. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. Exhibit E (Statement of Work), Section 1.3 - Project Timeline, is hereby amended as follows:
 - a. The Tyler module Inventory is hereby removed from Phase 4 and added to Phase 1. Phase estimated start and end dates shall remain as set forth in the Statement of Work.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

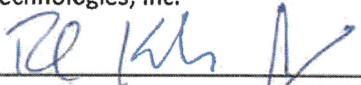
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Broken Arrow, OK

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 10/31/19

Date: _____

APPROVED AS TO FORM:

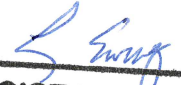

ASSISTANT CITY ATTORNEY



Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement, as amended pursuant to this Amendment. This Investment Summary is effective as of the Amendment 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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Exhibit 1

Quoted By: David Carll
Date: 9/4/2019
Quote Expiration: 3/2/2020
Quote Name: City of Broken Arrow-ERP-TSM Contract
Quote Number: 2019-92796
Quote Description: City of Broken Arrow TSM Service Quote v1 090519

Sales Quotation For

City of Broken Arrow
220 S 1st St
Broken Arrow, OK 74012-4152
Phone +1 (918) 259-2400

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00
TOTAL:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$0.00	\$45,026.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$45,026.00
Contract Total	\$45,026.00	

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

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 System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

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.

Comments

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.

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.



Exhibit 2

Additional Terms for Tyler Systems Management

The City of Broken Arrow ("Client") agrees to purchase, and Tyler Technologies, Inc. ("Tyler") agrees to provide, the services listed below in accordance with the following terms and conditions. The services described below shall be provided for the internal business operations of the Client.

I. Term.

The Term for Tyler Systems Management ("TSM") Services is effective as of the Available Download Date, as defined in the License and Services Agreement dated July 16, 2019 ("Agreement") between Tyler and the Client, and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, Tyler Systems Management Services will automatically renew for additional one (1) year terms, at Tyler's then-current rates, unless terminated by either party at least thirty (30) days' in advance of the upcoming renewal date.

II. Payment:

1. As set forth in the attached Amendment, the Client agrees to pay Tyler the year one fee for the services described below. This payment is due and payable as indicated in the Amendment. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.
2. Additional Charges. Any systems management services and/or related materials performed or supplied by Tyler for the Client that are not in-scope, as defined herein, will be invoiced to the Client on a time and materials basis at Tyler's then-current rates

III. Covered System:

Window Servers that are required to run the Tyler Munis applications licensed by the Client pursuant to the Agreement.

IV. Scope of Services: Tyler will provide the following services for the benefit of Client:

- a. TSM Services is available during Tyler's then-current business hours. Tyler's current business hours are set forth at <http://www.tylertech.com/client-support>. Client may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>. Calls will be recorded and answered on a first in first out basis, except on reports that declare Client's system down, in which case Client's call will be moved to the head of the queue.
- b. TSM Services are restricted to the primary production server(s) that the Tyler Software subject to this Exhibit is installed on.



- c. Environments: Database administration services are restricted to three (3) Tyler environments: one live environment, one training environment, and one test environment. In cases where additional databases exist, each additional database will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Application Software: In-scope TSM Services include two complete sets of the Tyler Software subject to this Exhibit: one live set and one test/train set.
- e. Required Foundation Software: TSM Services include the support and installation of all foundation software Tyler requires Client to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. Tyler does not support, and this Exhibit does not include support services for, any third party product that is not required foundation software. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- f. Tyler will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. Tyler will also provide a remote installation and configuration of a new or upgraded server, at Client's request, once every two (2) years.

V. Client Responsibilities:

- a. Client shall provide, at no charge to Tyler, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. Client shall install and maintain for the duration of TSM Services a stable high speed network connection available for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.