



AMENDMENT ONE

This Amendment One ("Amendment One") 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 Costa Mesa, with offices at 77 Fair Drive, Costa Mesa, CA 92626 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 30, 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. Exhibit B (Invoicing and Payment Policy), Section 1.1, is hereby amended as follows:
 - a. "Earlier of Date the City's first use of the of the Tyler Software in live production or **eighteen (18) months** from the Effective Date—30% of License Fees".
2. Exhibit B (Invoicing and Payment Policy), Section 1.2, is hereby amended as follows:
 - a. "*Maintenance and Support Fees: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in live production environment; or (b) **eighteen (18) months** from the Effective Date*".
3. Exhibit B (Invoicing and Payment Policy), Section 1.3, is hereby amended as follows:
 - a. "Your initial subscription fees for EnerGov Fire Station License, Tyler University-EnerGov Access and EnerGov Assist Complete are invoiced **eighteen (18) months** from the Effective Date. Subsequent subscription fees are due annually in advance of the anniversary of that date at our then-current rates, subject to the increase limits that apply to maintenance fees as set forth in Section 1.2 above".
4. Exhibit C (Maintenance and Support Agreement), Section 1, is hereby amended as follows:
 - a. "Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes **eighteen (18) months** after the Effective Date."
5. As of the Amendment Effective Date, the below language is added to the Agreement as Section G (4);
 - a. *For Convenience. The Client may terminate the Agreement for convenience upon thirty (30) days' prior written notice. Upon receipt of such notice, Tyler will immediately suspend delivery of all services under the Agreement and not incur any additional*



expenses except as otherwise specifically agreed by the parties pursuant to such notice of termination. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior through the effective date of termination. The Client will not be entitled to a refund or offset of previously paid license and other fees.

6. Exhibit E (Statement of Work), Section 1.3 of the Agreement, is hereby amended as follows:

Initiate & Plan	October 2019- June 2020
Assess & Define	June 2020- November 2020
Build & Validate	November 2020- July 2021
Final Testing & Training	July 2021- November 2021
Production Cutover	November 2021- December 2021
Closure	December 2021

7. Tyler recognizes that June 22, 2020 is a significant date to the Client and will use commercially reasonable efforts to not delay the start of the "Assess & Define" phase beyond that date. However, given the nature of a cooperative implementation, in no event will extension of this date trigger the availability of "For Cause" termination nor will damages of any kind be available or awarded to Client for any reason under this provision.
8. Both parties hereby ratify and confirm that the Effective Date of the Agreement is October 30, 2019.
9. This Amendment One shall be governed by and construed in accordance with the terms and conditions of the Agreement.
10. Except as expressly indicated in this Amendment One, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

Tyler Technologies, Inc.

City of Costa Mesa, CA

By: Robert Kennedy-Jensen

By: Lori Ann Farrell Harrison

Name: Robert Kennedy-Jensen

Name: Lori Ann Farrell Harrison

Title: Director of Contracts

Title: City Manager

Date: 4/22/2020

Date: 5/4/2020

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barber
City Attorney