

ORIGINAL



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AMENDMENT

This amendment ("Amendment") is made this 17 day of November, 2016 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and San Pablo Police Department, CA, with offices at 13880 San Pablo Ave., San Pablo, CA 94806 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of February 14, 2003 (the "Agreement");

WHEREAS, Tyler and Client now 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 and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional services fees and any expenses will be billed and invoiced as delivered.
  - b. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.  
Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.  
Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
  - c. Travel expenses shall be invoiced, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.**

(Tyler)

By: [Signature]

Name: Greg Sebastian

Title: President, Public Safety Division

Date: 11/21/16

**SAN PABLO POLICE DEPARTMENT, CA**

(Client)

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

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

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

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

Investment Summary

SAN PABLO POLICE DEPARTMENT, CA

October 28, 2016

A. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT
<b>PROFESSIONAL SERVICES</b>		
1.	Server Migration	11,520
2.	Systems Assurance and Software Installation	5,170
	Message Switch Installation Support to include	5,170
	Configure system variables (i.e., operating system, interfaces, etc.)	
	Reconfiguration at go live from MSP CAD to MSP CAD Configure system variables (i.e., operating system, interfaces, etc.)	
	Migrate all application software and agency data	
3.	Fixed Installation Service Fees	24,320
	CAD Pager Interface	1,280
	911 Interface	1,280
	State/NCIC	6,400
	On Line CAD Interface to State/NCIC	2,560
	Livescan Interface	5,120
	Citizen Reporting Interface	2,560
	On Line Property Checks Interface to State/NCIC	3,840
	ARIES Interface	1,280
<b>TOTAL IMPLEMENTATION SERVICES</b>		<b>\$40,960</b>
B. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1.	THIRD PARTY PRODUCTS AND SERVICES	
	THIRD PARTY HARDWARE	
a.	Hardware, System Software & Services	11,350
	Message Switch (3 year warranty)	11,350
<b>TOTAL THIRD PARTY PRODUCTS AND SERVICES</b>		<b>\$11,350</b>
C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT
1.	TRAVEL AND LIVING EXPENSES (Estimate)	
	Estimated 2 trips at \$2,000 per trip.	\$4,000
<b>TOTAL ONE TIME COST</b>		<b>\$56,310</b>

**PRICING VALID THROUGH DECEMBER 31, 2016.**

### Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

For State/NCIC. Customer is responsible for obtaining the necessary State approval and any non Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.