

TYLER TECHNOLOGY AMENDMENTS #1 TO #5

AMENDMENT

This amendment ("Amendment") is made this 19 day of March 2008 by and between Tyler Technologies, Inc. with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the City of Richmond, California with offices at 1401 Marina Way, Richmond, California 94804 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2007 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

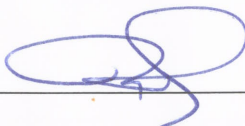
NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:


1. Article 24(b) of Section G of the Agreement is hereby deleted in its entirety and replaced with the following:
"Tyler will deliver the Phase I and Phase III Design Documents to Client by June 15, 2008.
Tyler will deliver the Phase II Design Document to Client by August 15, 2008."
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.

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

Tyler Technologies, Inc.

City of Richmond, California

By: 
Name: Richard E. Peterson, Jr.
Title: President - Large Financial Division
Date: February 26, 2008

By: 
Name: JAMES GOINS
Title: Finance Director
Date: 3-19-08

AMENDMENT

This amendment ("Amendment") is made this 6th day of January 2008 ("Amendment Date") by and between **Tyler Technologies, Inc.** with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the **City of Richmond, California** with offices at 1401 Marina Way, Richmond, CA 94804 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2007 ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the Agreement;

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

- 1. Tyler shall provide Client with the following additional Services:

Service	# of Days	Daily Rate (\$)	Total Fees (\$)
a. Training	25	\$1,000	\$25,000

- 2. Tyler will invoice Client fees for Training Services, if and as incurred.
- 3. Fees stated above do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler will invoice Client fees for travel expenses, if and as incurred.
- 4. Payment is due within thirty (30) days of receipt of invoice.
- 5. Except as provided in this Amendment, this Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 6. 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.

By: Christopher P. Hepburn

Name: Christopher P. Hepburn

Title: VP Services

Date: 1/9/09

City of Richmond

By: [Signature]

Name: JAMES GIBBS

Title: Finance Director

Date: 1-6-09

AMENDMENT

This amendment ("Amendment") is made this 23rd day of January 2009 ("Amendment Date") by and between **Tyler Technologies, Inc.** with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the **City of Richmond, California** with offices at 1401 Marina Way, Richmond, CA 94804 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2007 ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the Agreement;

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

1. Tyler, through its Professional Services Department agrees to provide the following services for the Client, including but not limited to: consultation, specification, programming and quality assurance. Details regarding the specific project are as follows: To develop a customized format option in the existing Purchasing Card import process based on the new USBC1 file layout specifications provided by the Client. This purchasing card import will not liquidate purchase orders. To include this functionality, there would be additional fees.
2. Client agrees to pay Tyler based on the following good faith estimates:

<i>Service</i>	<i>Fees (\$)</i>
a. Business Analysis	\$1,500
b. Purchasing Card Import	\$7,500
c. Total	\$9,000
3. This signed Amendment and a copy of the purchase order should be provided prior to work beginning. Tyler will invoice Client fees for the above Service 50% upon delivery of the Client specifications and 50% upon delivery of the Service. Client will have thirty (30) days from delivery of the Service to test such Service. In the event Client does not report an issue with such Service to Tyler within such thirty (30) day period, the Service will be deemed in compliance with the specifications.
4. Work will be scheduled upon receipt of this signed Amendment and purchase order. An estimated delivery date is four (4) months from the date of receipt of the purchase order.
5. Fees stated above do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler will invoice Client fees for travel expenses, if and as incurred.
6. Except as provided in this Amendment, this Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. 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.

City of Richmond

By: James J. Hurley

By: [Signature]

Name: James J. Hurley

Name: James Goins

Title: VP Sales/Marketing - Financial Division

Title: Finance Director/Treasurer

Date: January 23, 2009

Date: January 21, 2009

LETTER OF ENGAGEMENT

This Letter of Engagement is made on January 8, 2009 between MUNIS, a Tyler Technologies Company ("Contractor"), whose offices are located at 370 US Route 1, Falmouth, Maine and City of Richmond, CA ("Client").

1. SERVICES

The Contractor, through its Professional Services Department agrees to provide the following services for the Client, including but not limited to: consultation, specification, programming and quality assurance. Details regarding the specific project are as follows:

To develop a customized format option in the existing Purchasing Card import process based on the new USBC1 file layout specifications provided by the Client. This purchasing card import will not liquidate PO's. To include this functionality, there is an additional cost.

2. PAYMENT


In consideration of the Contractor's performance of these services, the Client agrees to pay the Contractor based on the following good faith estimates:

Business Analysis	\$ 1,500
P-Card Import	\$ 7,500
Total Cost:	\$ 9,000


A signed Letter of Engagement and a copy of the purchase order should be provided prior to work beginning. A 50% deposit is required upon acceptance of the customer specification and the remaining 50% balance is expected upon completion. Payment is due upon verification, not to exceed 2 weeks.

3. ESTIMATED COMPLETION

Work will be scheduled upon receipt of the signed Letter of Engagement. An estimated delivery date is 4 months from the date of issuance of the PO. The terms in this Letter of Engagement are agreed to and accepted by:


Contractor - MUNIS Professional Services

Date: 1/23/09


Client Name

Date: 1/13/09

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2010 (Amendment Date) by and between **Tyler Technologies, Inc.**, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and **City of Richmond, California** with offices at 1401 Marina Way, Richmond, CA 94804 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2007 which has subsequently been amended ("Agreement").

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 items, shown in the attached quote incorporated into this Amendment as Exhibit A, is hereby added to the Agreement:
 - a. Role Tailored Dashboard, with an annual ASP fee of \$2,970; and
 - i. one (1) Consulting Day, with a fee of \$1,275.
 - ii. Three (3) Training days, with a fee of \$3,525.
2. For the term beginning on January 1, 2011 through December 31, 2012 ("Term"), Tyler will provide application provider services as provided in the ASP Agreement with respect to the Role Tailored Dashboard software.
3. Payment Terms. Tyler will invoice the Client fees for the items added per this Amendment as follows:
 - a. Additional ASP Fees.
 - i. On or before January 1, 2011 and quarterly thereafter through the end of the Term, Client will pay quarterly ASP fees in the amount of \$742.50 each for Role Tailored Dashboard.
 - ii. Tyler shall invoice Client fees for the Consulting and Training services, plus expenses, if and as provided/incurred.
4. This Amendment may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Amendment or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
5. All other terms and conditions of the Agreement shall remain in full force and effect and shall apply to this Amendment.

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

**Tyler Technologies, Inc.
ERP and School Division**

City of Richmond

By: _____

By: _____

Name: Richard E. Peterson Jr.

Name: JANET GORAN

Title: DATE: 1-10-11

Title: FINANCE DIRECTOR

Date: Title: President

Date: 1-7-11

Exhibit A

Exhibit A follows this page.



Quoted By: Christina Hendrickson
Date: 12/14/2010
Quote Expiration: 02/07/2010
Quote Name: Role Tailored Dashboard (asp)
Quote Number: 27673

Sales Quotation For:

Steve Furtado
 City of Richmond
 1401 Marina Way South
 Richmond, CA 94804

Phone: (510) 620-6745
Fax: (510) 620-6542
Email: steve_furtado@ci.richmond.ca.us

1 Services

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
OF-PL-CS-E	Role Tailored Dashboard - Consulting - E	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00

Total:
\$1,275.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
OF-PL-TR-E	Role Tailored Dashboard - Training - E	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00

Total:
\$3,525.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$0.00	\$1,275.00	\$3,525.00	\$0.00	\$4,800.00

Total Training Days: 3
Total Consulting Days: 1

2 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
OF-PL-AS-E	Role Tailored Dashboard - ASP - E	2.00	\$5,940.00	\$11,880.00	\$5,940.00	\$5,940.00

Total:
\$5,940.00

Summary

	Fees	Maintenance
Total Services	\$4,800.00	
Total Software		\$5,940.00
Summary Total	\$4,800.00	\$5,940.00

Comments

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.

Customer Approval: _____
Print Name: _____

Date: _____
P.O. #: _____

All primary values quoted in US Dollars

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the 4 day of February, 2013 between **Tyler Technologies, Inc.**, with offices at 1 Cole Han Drive, Yarmouth, Maine 04096 ("Tyler") and **City of Richmond**, with offices at 1401 Marina Way South, Richmond, California 94804 ("Client").

WHEREAS, Tyler and the Client are parties to an Application Service Provider Agreement dated September 27, 2007 ("Agreement"); and

WHEREAS, the Term of the Agreement expires June 30, 2013;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows:

1. The term of the Agreement is hereby renewed for a new term expiring on December 31, 2017 ("Term").
2. The Software and Services shown in the attached quote, incorporated into this Amendment as Exhibit A, are hereby added to the Agreement.
3. The Phase II and Phase III quarterly Maintenance ASP payments due pursuant to the Agreement (Section G (23)(h) and (i), respectively) remain payable. To wit: Client shall remit to Tyler \$63,069.10 in Phase II and Phase III quarterly Maintenance ASP fees on or before January 1, 2013 and \$29,642.00 in Phase III quarterly Maintenance ASP fees on or before April 1, 2013.
4. Tyler hereby issues a credit to Client for \$4,125.00 for software fees paid for Tyler CM MUNIS. This credit shall be used towards the balance of the software fee for TCM SE Software.
5. Bid Management and Inventory shall hereby be removed from this Agreement. Client acknowledges and agrees that should it wish to relicense or otherwise use the Tyler Bid Management and/or Inventory software, then Client shall remit to Tyler then-current fees required for such relicensing.
6. Payment for the fees for the items added to the Agreement per this Amendment will be as follows:
 - a. Software. Tyler will invoice the fees for Software of \$40,875.00 when such Software is made available to Client for download.
 - b. Services. Tyler will invoice fees for Services, plus expenses, as they are provided and/or incurred.
 - c. ASP Fees:
On or before January 1, 2013, Client will remit \$72,787.40 for the term January 1, 2013 through March 31, 2013.
On or before April 1, 2013, Client will remit \$96,666.15 for the term April 1, 2013 through June 30, 2013.
On or before July 1, 2013 and on or before the first day of each subsequent quarter thereafter through the end of the Term, Client will remit to Tyler

quarterly Application Service Provider ("ASP") fees in the amount of \$126,108.15 for a total of \$2,439,400.25, as detailed in the attached Sales Quotation (Exhibit A).

7. The ASP fees are based on a hundred (100) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the ASP fees based upon any resulting changes in the pricing categories.
8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
9. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment herunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
ERP and School Division

City of Richmond

By: Stacy M. Bernard
Name: Stacy M. Bernard
Title: Assistant Secretary
Date: January 21, 2013

By: Gayle McLaughlin
Name: Gayle McLaughlin
Title: Mayor
Date: 2/4/13



Quoted By: Sandy Gallagher
Date: 11/02/2012
Quote Expiration: 12/31/2012
Quote Name: ASP Renewal 5 Years and TCM SE
Quote Number: 45243

Sales Quotation For:

Steve Furtado
 City of Richmond
 1401 Marina Way South
 Richmond, CA 94804

Phone: (510) 620-6745
Fax: (510) 620-6542
Email: steve_furtado@ci.richmond.ca.us

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
OF-TCMSE-SW-F	TCM SE-Software-F	1.00	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00
Total:						Total:
\$0.00						\$45,000.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
OF-TCMSE-CV-CF-F	TCM SE Forms GoDocs Conversion (Existing Clients)F	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total:						Total:
\$0.00						\$3,000.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
OF-TCMSE-TR-F	TCM SE-Implementation/Training/PM - F	8.00	\$1,175.00	\$9,400.00	\$0.00	\$9,400.00
Total:						Total:
						\$9,400.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$3,000.00	\$0.00	\$9,400.00	\$0.00	\$12,400.00
			Total Training Days:	Total Consulting Days:
			8	0

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-AS-F	Accounting/GL/BG/AP - ASP - F	5.00	\$89,160.00	\$445,800.00	\$0.00	\$445,800.00
FA-CM-AS-F	Contract Management - ASP - F	4.75	\$12,041.00	\$57,194.75	\$0.00	\$57,194.75
FA-FA-AS-F	Fixed Assets - ASP - F	4.75	\$26,222.00	\$124,554.50	\$0.00	\$124,554.50
FA-PA-AS-F	Project & Grant Accounting - ASP - F	5.00	\$17,352.80	\$86,764.00	\$0.00	\$86,764.00
FA-PBB-AS-F	Performance Based Budgeting - ASP - F	5.00	\$30,800.00	\$154,000.00	\$0.00	\$154,000.00

FA-PO-AS-F	Purchase Orders - ASP - F	5.00	\$25,582.00	\$127,910.00	\$0.00	\$127,910.00
FA-RQ-AS-F	Requisitions - ASP - F	5.00	\$18,290.40	\$91,452.00	\$0.00	\$91,452.00
FA-TM-AS-F	Treasury Management - ASP - F	5.00	\$17,690.40	\$88,452.00	\$0.00	\$88,452.00
FA-WO-AS-F	Work Orders, Fleet & Facilities - ASP - F	4.75	\$28,992.00	\$137,712.00	\$0.00	\$137,712.00
HR-AT-AS-E	Applicant Tracking - ASP - E	4.50	\$12,546.00	\$56,457.00	\$0.00	\$56,457.00
HR-PM-AS-E	HR Management - ASP - E	4.50	\$25,032.00	\$112,644.00	\$0.00	\$112,644.00
HR-PR-AS-E	Payroll - ASP - E	4.50	\$65,510.00	\$294,795.00	\$0.00	\$294,795.00
OF-CRW-AS-F	MUNIS Crystal Reports - ASP - F	5.00	\$15,400.00	\$77,000.00	\$0.00	\$77,000.00
OF-GASB-AS-F	GASB 34 Report Writer - ASP - F	4.75	\$13,580.00	\$64,505.00	\$0.00	\$64,505.00
OF-MO-AS-F	MUNIS Office - ASP - F	5.00	\$15,648.00	\$78,240.00	\$0.00	\$78,240.00
OF-PL-AS-F	Role Tailored Dashboard - ASP - F	5.00	\$2,970.00	\$14,850.00	\$0.00	\$14,850.00
OF-TCMSE-ASP-F	TCM SE-ASP-F	5.00	\$8,100.00	\$40,500.00	\$0.00	\$40,500.00
RB-AR-AS-F	Accounts Receivable - ASP - F	5.00	\$22,380.00	\$111,900.00	\$0.00	\$111,900.00
RB-GB-AS-F	General Billing - ASP - F	5.00	\$12,666.00	\$63,330.00	\$0.00	\$63,330.00
TF-AC-ASP-F	Tyler Forms Processing - ASP - F	5.00	\$12,710.00	\$63,550.00	\$0.00	\$63,550.00
TF-FL-AS-F	Tyler Forms Financial Library - ASP - F	5.00	\$800.00	\$4,000.00	\$0.00	\$4,000.00
TF-GBL-AS-F	Tyler Forms General Billing Library - ASP - F	5.00	\$800.00	\$4,000.00	\$0.00	\$4,000.00
TF-GD-AS-F	Tyler Forms-GoDocs-ASP-F	5.00	\$0.00	\$0.00	\$0.00	\$0.00
TF-HR-AS-F	Tyler Forms Human Resources Library - ASP - F	5.00	\$800.00	\$4,000.00	\$0.00	\$4,000.00
WEB-MOL-EMP-MO-E	Employee Self Service - Annual Fee - E	4.50	\$14,680.00	\$66,060.00	\$0.00	\$66,060.00
WEB-MOL-VND-MO-F	Business Self Service - Annual Fee - F	4.75	\$14,680.00	\$69,730.00	\$0.00	\$69,730.00
					Total:	Total:
					\$0.00	\$2,439,400.25

Summary

	Fees	Maintenance
Total Software	\$45,000.00	\$2,439,400.25
Total Services	\$12,400.00	
Summary Total	\$57,400.00	\$2,439,400.25

Comments

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.

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

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 canceled services if Tyler is unable to re-assign its personnel.

TCM SE storage includes up to 100GB, should additional storage be needed it may be purchased as needed at an annual fee of \$1,000 per 100GB with a total cap of storage at 750GB.

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services Total
OF-TCM-AOCR- SW-F	TCM Advanced OCR - Software - F	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
OF-TCM-AOCR-ASP-F	TCM Advanced OCR ASP - F	1.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
OF-TCM-AOCR-TR-F	TCM Advanced OCR Training - F	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00

OF-TCM-WFL-ASP-F	TCM WorkFlow ASP - F	1.00	\$1,080.00	\$1,080.00	\$0.00	\$1,080.00
OF-TCM-WFL-SW-F	TCM WorkFlow Software - F	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
OF-TCM-WFL-TR-F	TCM WorkFlow Training - F	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-TCMWL-ASP-F	TCM Web License ASP - F	1.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
OF-TCMWL-SW-F	TCM Web License Software - F	1.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
OF-TCMWL-TR-F	TCM Web License Training - F	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00

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.

Total: \$28,130.00

Customer Approval: _____
 Print Name: _____

Date: _____
 P.O. #: _____

All primary values quoted in US Dollars