

TYLER TECHNOLOGY AMENDMENTS #6 TO #10

AMENDMENT

This amendment ("Amendment") is made this 1<sup>st</sup> day of July, 2016 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the 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, as amended on February 4, 2013 ("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 Tyler Software Performance Based Budgeting is hereby removed from the Agreement.
2. The products and services in Quotation No. 2014-7242, attached hereto as Exhibit 1, are hereby added to the Agreement.
3. The ASP fees owing under the Agreement are modified as follows with respect to the removal of Performance Based Budgeting and the addition of Tyler Transparency:

On or before July 1, 2016, and on or before the first day of each subsequent quarter thereafter throughout the end of the Term, Client will remit to Tyler quarterly Application Service Provider ("ASP") fees in the amount of \$122,783.15.

4. Unless otherwise indicated, fees for services, plus expenses, shall be invoiced as provided and/or incurred.
5. 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.  
ERP and School Division

By: [Signature]

Name: Rob Kennedy-Jensen

Title: Senior Corporate Attorney

Date: 6/30/16

Richmond, California

By: [Signature]

Name: Tom Butt

Title: Mayor

Date: 7/1/16



Sales Quotation For  
 City of Richmond  
 1401 Marina Way South  
 Richmond, California 94804  
 Phone (510) 620-6513

Quoted By: Sandy Gallagher  
 Date: 6/16/2016  
 Quote Expiration: 7/1/2016  
 Quote Name: City of Richmond-ERP-Transparency Module 07/01/16 thru 12/31/2017  
 Quote Number: 2014-7242  
 Quote Description: Transparency Module

SaaS	Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:					
	Transparency Portal	\$17,500.00	1.5	\$26,250.00	0
	<b>TOTAL:</b>	<b>\$17,500.00</b>	<b>0</b>	<b>\$26,250.00</b>	<b>0</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Transparency Portal	1	\$4,500.00	\$0.00	\$4,500.00
<b>TOTAL:</b>				<b>\$4,500.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$17,500.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,500.00	\$0.00

2014-7242 - Transparency Module

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<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$4,500.00</b>	<b>\$17,500.00</b>
<b>Contract Total</b>	<b>\$30,750.00</b>	

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

## Exhibit 1

### 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.

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.

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.

The SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the "Availability Date"). Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to Client, is due on the Availability Date. Fees foless otherwise indicated, fees for services, plus expenses, are payable upon delivery.

AMENDMENT TO AGREEMENT

This amendment ("Amendment") is made the 8th day of December, 2017 between Tyler Technologies, Inc. ("Tyler") and the City of Richmond, California ("Client").

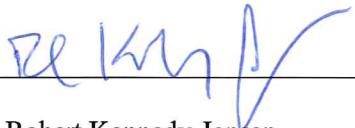
WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2007, as amended on February 4, 2013 ("Agreement"); and

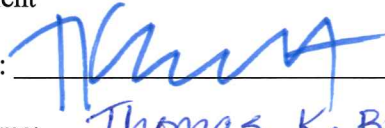
WHEREAS, the Term of the Agreement expires December 31, 2017 ("Expiration Date");

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

1. SaaS Term. The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the attached Sales Quotation and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced annually, in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
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, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler  
 By:   
 Name: Robert Kennedy-Jensen  
 Title: Senior Corporate Attorney  
 Date: November 27, 2017

Client  
 By:   
 Name: Thomas K. Butt  
 Title: Mayor  
 Date: 12/8/2017



Quoted By: Sandy Gallagher  
 Date: 11/8/2017  
 Quote Expiration: 9/12/2017  
 Quote Name: City of Richmond - ERP - SaaS Renewal  
 Quote Number: 2017-27216  
 Quote Description: 3 Year SaaS Renewal

**Sales Quotation For**  
 City of Richmond  
 1401 Marina Way South  
 Richmond, California 94804  
 Phone (510) 620-6513

**SaaS**

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
<b>Financials:</b>				
Accounting/GL/BG/AP	\$89,160.00	3.0	\$267,480.00	0
Capital Assets	\$26,222.00	3.0	\$78,666.00	0
Cash Management	\$17,690.00	3.0	\$53,070.00	0
Contract Management	\$12,041.00	3.0	\$36,123.00	0
Project & Grant Accounting	\$17,352.00	3.0	\$52,056.00	0
Purchase Orders	\$25,582.00	3.0	\$76,746.00	0
Requisitions	\$18,291.00	3.0	\$54,873.00	0
Work Orders, Fleet & Facilities Management	\$28,992.00	3.0	\$86,976.00	0
<b>Human Capital Management:</b>				
Human Resources & Talent Management	\$25,032.00	3.0	\$75,096.00	0
Recruiting	\$12,546.00	3.0	\$37,638.00	0
<b>Revenue:</b>				
Accounts Receivable	\$22,380.00	3.0	\$67,140.00	0
General Billing	\$12,666.00	3.0	\$37,998.00	0

<b>Productivity:</b>				
Employee Self Service	\$14,680.00	3.0	\$44,040.00	0
eProcurement	\$14,680.00	3.0	\$44,040.00	0
Munis Crystal Reports	\$15,400.00	3.0	\$46,200.00	0
Munis Office	\$15,649.00	3.0	\$46,947.00	0
Role Tailored Dashboard	\$2,970.00	3.0	\$8,910.00	0
Transparency Portal	\$17,500.00	3.0	\$52,500.00	0
Tyler Content Manager SE	\$8,100.00	3.0	\$24,300.00	0
Tyler GoDocs	\$0.00	3.0	\$0.00	0
Tyler Forms Processing	\$12,710.00	3.0	\$38,130.00	0
<b>Additional:</b>				
CAFR Statement Builder	\$13,580.00	3.0	\$40,740.00	0
Payroll	\$65,510.00	3.0	\$196,530.00	0
	<b>TOTAL:</b>		<b>\$1,466,199.00</b>	<b>0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS	\$0.00	\$488,733.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$0.00</b>	<b>\$488,733.00</b>
<b>Contract Total</b>	<b>\$1,466,199.00</b>	



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

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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.

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.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

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.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Dates: 01/01/2018 thru 12/31/2020

2017-27216 - 3 Year SaaS Renewal

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EIGHTH AMENDMENT TO AGREEMENT

This eighth amendment ("Amendment") is made the 4<sup>th</sup> day of April, 2018 between Tyler Technologies, Inc. ("Tyler") and the City of Richmond, California ("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;

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

1. SaaS Term. The term of the Agreement is hereby extended for 6 months at the same rate currently in force during the last year of the renewal. The new term is January 1, 2018 through June 30, 2021.
2. SaaS Fee. Effective January 1, 2018 through June 30, 2021, the SaaS Fees will be invoiced as stated in the table below. After June 30, 2021, the annual SaaS Fees will be invoiced annually, in advance.

1/1/18 – 6/30/18	\$244,366.50	6 Month Invoice - Due upon Amendment execution
7/1/18 – 6/30/19	\$488,733.00	Annual Invoice – Due July 1, 2018
7/1/19 – 6/30/20	\$488,733.00	Annual Invoice – Due July 1, 2019
7/1/20 – 6/30/21	\$488,733.00	Annual Invoice – Due July 1, 2020

3. Upon execution of this Amendment, the annual Invoice will be voided and the SaaS fees will be invoiced in accord with this Amendment.
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, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler  
 By: [Signature]  
 Name: Robert Kennedy-Jensen  
 Title: Senior Corporate Attorney  
 Date: 3/23/18

Client  
 By: [Signature]  
 Name: TOM BUTT  
 Title: MAYOR  
 Date: 4/3/18



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 Richmond, with offices at 450 Civic Center Plaza, Richmond, California 94804-1661 ("Client").

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

WHEREAS, the Term of the Agreement expires June 30, 2021 ("Expiration Date");

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

1. SaaS Term. The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
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.

SIGNATURE PAGE FOLLOWS



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

Tyler Technologies, Inc.

City of Richmond

By: Robert Kennedy-Jensen

By: [Signature] SA

Name: Robert Kennedy-Jensen

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

Title: Director of Contracts

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

Date: May 21, 2021

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



Quoted By: Ryan Blair  
 Date: 3/26/2021  
 Quote Expiration: 8/16/2021  
 Quote Name: City of Richmond - ERP - SaaS Renewal  
 Quote Number: 2021-123377  
 Quote Description: SaaS Renewal

**Sales Quotation For**

City of Richmond  
 450 Civic Center Plaza  
 Richmond, CA 94804-1661  
 Phone +1 (510) 620-6513

SaaS	Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
<b>Financials:</b>					
	Accounting/GL	\$97,184.00	3.0	\$291,552.00	0
	Capital Assets	\$28,582.00	3.0	\$85,746.00	0
	Cash Management	\$19,282.00	3.0	\$57,846.00	0
	Contract Management	\$13,125.00	3.0	\$39,375.00	0
	Project & Grant Accounting	\$18,914.00	3.0	\$56,742.00	0
	Purchase Orders	\$27,884.00	3.0	\$83,652.00	0
	Requisitions	\$19,937.00	3.0	\$59,811.00	0
	Asset Maintenance	\$31,601.00	3.0	\$94,803.00	0
<b>Human Capital Management:</b>					
	Human Resources & Talent Management	\$27,285.00	3.0	\$81,855.00	0
	Recruiting	\$13,675.00	3.0	\$41,025.00	0
<b>Revenue:</b>					
	Accounts Receivable	\$24,394.00	3.0	\$73,182.00	0
	General Billing	\$13,806.00	3.0	\$41,418.00	0
<b>Productivity:</b>					
	Employee Self Service	\$16,001.00	3.0	\$48,003.00	0
	eProcurement	\$16,001.00	3.0	\$48,003.00	0

Munis Crystal Reports	\$16,787.00	3.0	\$50,361.00	0
Munis Office	\$17,057.00	3.0	\$51,171.00	0
Role Tailored Dashboard	\$3,237.00	3.0	\$9,711.00	0
Tyler Content Manager SE	\$8,829.00	3.0	\$26,487.00	0
Tyler Forms Processing	\$13,854.00	3.0	\$41,562.00	0
<b>Additional:</b>				
CAFR Statement Builder	\$14,802.00	3.0	\$44,406.00	0
Payroll	\$71,406.00	3.0	\$214,218.00	0
MyCivic	\$9,600.00	3.0	\$28,800.00	0
<b>TOTAL:</b>	<b>\$523,243.00</b>		<b>\$1,569,729.00</b>	<b>0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$523,243.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$0.00</b>	<b>\$523,243.00</b>
<b>Contract Total</b>	<b>\$1,569,729.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date of the Effective Date of the contract, whichever is later.

Customer Approval:  Date: 5/20/21

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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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.



## Comments

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.

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.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Accounting/GL includes Accounts Payable and Budgeting.

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.



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 Richmond, California, with offices at 450 Civic Center Plaza, Richmond, California 94804-1661 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 27, 2007 ("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 Client agree as follows:

1. The service set forth in the Investment Summary attached hereto as Exhibit 1 is hereby added to the Agreement. The year 1 fee shall be invoiced on August 1, 2022, prorated for the period August 1, 2022 – June 30, 2023. Subsequent annual fees will be invoiced in accord with the Agreement.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, 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: Robert Kennedy-Jensen

DocuSigned by:  
Thomas K. Butt  
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DS  
SH

Name: Robert Kennedy-Jensen

By: \_\_\_\_\_  
Name: Thomas K. Butt

Title: Group General Counsel

Title: \_\_\_\_\_  
Mayory Mayor

Date: July 12, 2022

Date: \_\_\_\_\_  
7/19/2022





**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment 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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Quoted By: Karen Grosset  
 Quote Expiration: 12/11/22  
 Quote Name: City of Richmond - ERP - Additional Environment  
 Quote Description: Extra SaaS Environment  
 SaaS Term: 1.00

**Sales Quotation For:**

City of Richmond  
 450 Civic Center Plaza  
 Richmond CA 94804-1661  
 Phone: +1 (510) 620-6513

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Professional Services			
Additional 11.3 Environment	1	0	\$ 10,000.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 10,000.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 10,000.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

**Summary Total**

**\$ 0.00**

**\$ 10,000.00**

**Contract Total**

**\$ 10,000.00**

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.

DocuSigned by:

Thomas K. Butt

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7/19/2022

Customer Approval:

Thomas K. Butt

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Date:

Print Name:

Thomas K. Butt

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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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.

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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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.

Quote reflects one year of SaaS fees for the extra environment. Tyler will prorate to align with current SaaS cycle.