



AMENDMENT TO K-1213-125

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., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Norman, with offices at 201-B W Gray St, Norman, OK 73069 ("Client").

WHEREAS, Client selected New World Systems Corporation (also referred to as "New World Public Safety", and hereafter "New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Client desire to update the Agreement with this Amendment.

WHEREAS, Tyler and the Client are parties to a License Agreement K-1213-125 with an effective date of December 18, 2012 (the "Agreement");

WHEREAS, Tyler and the Client subsequently agreed to add or substitute services to the Agreement on June 17, 2016 for mobile software and third party software and hardware, and on November 9, 2017, for support services (collectively the "2017 Amended Services");

WHEREAS, Tyler and Client now desire to amend the Agreement in order to: (1) formally replace New World with Tyler as a signatory and party to the Agreement; (2) formalize substitution of certain goods and services, and to confirm final payment on Agreement; and (3) in all of the above, complete Phase One and allow the parties to negotiate an agreement for Phase Two goods and services;

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

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.
2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.
3. Until further notified by Tyler, the location of Client's payments as set forth in the Agreement remains unchanged. Where Client is required to provide notice under the Agreement, that notice shall be provided to:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

4. Tyler represents that the Tyler signatory to the Agreement and this Amendment is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.

5. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
6. The following payment terms, as applicable, shall apply to software and/or services set forth in Exhibit 1 to this Amendment:
 - a. Additional software fees, if any, will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees, if any, will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service.
 - e. Travel expenses shall be invoiced as incurred associated with any item set forth in Paragraph (6), subparts (a) through (d) above, as applicable.
7. Tyler shall provide server migration services at no additional charge to move Client on to a new set of servers at OS 2016 and on a 2018 version or higher of Tyler's software ("Server Migration Services").
8. Tyler shall provide address reverification services at no additional charge no more than twice, once in the test environment and once in the production environment, as part of the Server Migration Services.
9. Tyler shall provide up to 160 training hours to Client at no additional charge on topics of Client's choice. Any training hours not used by Client before December 31, 2020, shall expire automatically on January 1, 2021.
10. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
11. Tyler shall provide the licensed software listed in Exhibit 1 to this Amendment.
12. Client shall pay for all services in Exhibit 1 to this Amendment and any applicable travel expenses as incurred.
13. Client shall make its final milestone payment to Tyler in the amount of \$213,278.00, representing to total remaining sum owed by Client on K-1213-125 and closing out the Agreement prior to or on February 28, 2019.
14. The following third party hardware is removed from the Agreement:
 - a. From the Agreement dated December 18, 2012:
 - i. NOR1675C1201X05 – 3rd Party AVL permanent mount
 - b. From the amendment dated June 5, 2017:
 - i. NOR1675C1701X01 – 3rd Party Lantronix UDS-100
 - c. From the amendment dated June 17, 2016:
 - i. NOR1675C1601X02 – 3rd Party AVL permanent mount

No invoice was issued for a-c, above, so no amount is due and no credit will be given.

15. The 2017 Amended Services have all been delivered, compensated, and add no amounts owed to that set forth in Paragraph 13.
16. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: 

Name: Greg Sebastian

Title: President, Public Safety Division

Date: 1-28-19

City of Norman, OK

By: _____

Name: _____

Title: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Sales Quotation For

City of Norman Police Department
201-B W Gray St
Norman, OK 73069
Phone: +1 (405) 321-1600

Date: 10/21/2018
Quote Expiration: 12/2/2018
Quote Name: Norman Police -Project settlement
Quote Number: 2018-24831
Quote Description: Interfaces, multi-server search, Server Migration, Training

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
NG911 Interface (text to 911)	\$20,000	0	\$0	\$20,000	\$0
ASAP Interface	\$20,000	0	\$0	\$20,000	\$0
Out-of-Band AVL Interface (one-way interface)	\$14,000	0	\$0	\$14,000	\$0
Tyler CAD to Tyler CAD Interface	\$0	0	\$0	\$0	\$0
Law Enforcement Records Management System					
On-Line Property Checks Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$0
On-Line Global Subjects Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$0
Fire Records Management System					
NEMSIS Electronic Reporting	\$26,000	0	\$0	\$26,000	\$0
Other Software					
Multi-Server Search	\$20,000	40	\$5,800	\$25,800	\$0
	\$134,000		\$5,800	\$139,800	\$0
	<u>Sub-Total:</u>		<u>\$0</u>	<u>\$134,000</u>	<u>\$0</u>
	<u>Less Discount:</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	TOTAL:	40	\$5,800	\$5,800	\$0

Services		Quantity	Unit Price	Unit Discount	Extended Price
Description					
NG911 Interface Installation Fee		1	\$580	\$0	\$580
ASAP Interface Installation Fee		1	\$5,800	\$0	\$5,800
Out-of-Band AVL Interface Installation Fee		1	\$8,700	\$0	\$8,700
Tyler CAD to Tyler CAD Interface Installation Fee		1	\$5,800	\$0	\$5,800
On-Line Global Subjects Installation Fee		1	\$1,160	\$0	\$1,160
On-Line Property Checks Installation Fee		1	\$3,480	\$0	\$3,480
TOTAL:					\$25,520

Summary		One Time Fees	Recurring Fees
Total Tyler Software		\$0	\$0
Total Tyler Services		\$31,320	
Total Other Costs		\$0	
Total Third Party Hardware, Software and Services		\$0	\$0
Travel and Living Expenses		\$0	
Summary Total		\$31,320	\$0

Tyler Discount Detail					
Description		License	License Discount	License Net	Maintenance
Computer Aided Dispatch					
NG911 Interface (text to 911)		\$20,000	\$20,000	\$0	\$0
ASAP Interface		\$20,000	\$20,000	\$0	\$0
Out-of-Band AVL Interface (one-way interface)		\$14,000	\$14,000	\$0	\$0
Tyler CAD to Tyler CAD Interface		\$0	\$0	\$0	\$0
Law Enforcement Records Management System					
On-Line Property Checks Interface to State/NCIC		\$17,000	\$17,000	\$0	\$0
On-Line Global Subjects Interface to State/NCIC		\$17,000	\$17,000	\$0	\$0
Fire Records Management System					
NEMISIS Electronic Reporting		\$26,000	\$26,000	\$0	\$0
Other Software					
Multi-Server Search		\$20,000	\$20,000	\$0	\$0
Sub-Total:		\$134,000	\$134,000	\$0	\$0

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

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 servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-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.

Client 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 Clients 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 Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client 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.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal.

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.