



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., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Lexington-Fayette Urban County Government, with offices at 150 East Main Street, Lexington, KY 40507 ("Client").

WHEREAS, Tyler and the Client are parties to a License and Services Agreement with an effective date of September 28, 2017 (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. That the following services and third party hardware is hereby removed from the Agreement:

C1701B03 – Physical Message Switch and Warm Spare Installation Services - \$8,120
C1701X04 – Message Switch (3-year warranty) Hardware (2 switches) = \$32,800
C1701G05 – Custom KYOPS Pedestrian Warning Interface = \$19,200
C1701G07 – Custom LEADS On-Line Interface = \$19,200
C1701B24 – RMS Standard Interface Installation - Citizen Reporting = \$2,320
C1701B26 – RMS Standard Interface Installation - State/NCIC - On-Line Property Checks = \$4,060
C1701B27 – RMS Standard Interface Installation - State/NCIC - On-Line Wants & Warrants = \$4,060
C1701B28 – RMS Standard Interface Installation - State/NCIC - On-Line Impounds = \$4,060
C1701B29 – RMS Standard Interface Installation - State/NCIC - On-Line Pawn Shop Check = \$2,320

The above items will be cancelled and closed. The above items were not delivered and no invoices were generated.

2. The software and/or services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
3. The software set forth in Exhibit 3 to this Amendment are hereby removed from the Agreement.
4. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on October 1, 2019, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. *Subscription Fees for ElasticSearch*: Your subscription fees for ElasticSearch are included at no additional charge.
 - d. *Subscription Fees for RedHat*: Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).
 - e. Additional Implementation and other professional services (including training) are billed and invoiced as

delivered, at the rates set forth in the Amendment Investment Summary.

- f. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service.
- g. Project Management services fees, not to exceed a total of \$3,840, will be billed monthly in arrears, beginning on the first day of the month immediately following the Amendment Effective Date.
- h. *Requested Custom Software Interfaces*: Requested custom software interfaces are invoiced 50% upon Completion of Custom Interface Testing and 50% on Completion of Custom Interface Installation.
- i. Travel expenses shall be invoiced as incurred, as applicable.

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, 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.

Lexington-Fayette Urban County Government, KY

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

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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Quoted By: Leo Raby
 Date: 11/16/2018
 Quote Expiration: 3/31/2019
 Quote Name: LFUCG Add TCM & Elastic Search
 Quote Number: 2018-25504-7
 Quote Description: Add TCM, Elasticsearch, State Photo Dwnld, Red Hat and Custom Astra IF

Sales Quotation For

Lexington Police Department
 200 E Main St
 12th Floor, Government Center
 Lexington , KY 40507-1310
 Phone: +1 (859) 258-3155

Tyler Software and Related Services

Description	License	Discount	License Total	Year One Maintenance
Law Enforcement Records Management System				
Tyler Content Manager (TCM)	\$44,000	\$0	\$44,000	\$9,240
Mobile				
State Photo Download (550)	\$55,000	\$40,700	\$14,300	\$3,003
	<i>Sub-Total:</i>	<i>\$99,000</i>	<i>\$40,700</i>	<i>\$58,300</i>
	<i>Less Discount:</i>	<i>\$40,700</i>		<i>\$0</i>
	TOTAL:	\$58,300	\$58,300	\$12,243

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	1	\$3,840	\$0	\$3,840
Replace Existing Message Switch	1	\$4,350	\$0	\$4,350
State Photo Download Implementation Services	1	\$1,160	\$0	\$1,160
Custom Astra Fire Interface (one-way)	1	\$16,800	\$0	\$16,800
	TOTAL:			\$26,150

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Elasticsearch Platinum Edition (Annual Subscription-3 nodes)	1	\$0	\$0	\$0	\$0

Red Hat Enterprise Linux Server (3-year subscription)	1	\$2,500	\$2,500	\$0	\$0
<i>3rd Party Hardware Sub-Total:</i>			<i>\$2,500</i>		<i>\$0</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0</i>		<i>\$0</i>
TOTAL:			\$2,500		\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$58,300	\$12,243
Total Tyler Services	\$26,150	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$2,500	\$0
Travel and Living Expenses	\$0	
Summary Total	\$86,950	\$12,243

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.

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.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher).

Assumptions

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 October 1, 2019, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.

No services required for NCIC items. Items are included for licensing purposes only as they are currently installed at Client.



Exhibit 2

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Astra Fire Interface (one-way):

- One way export of unit status information from New World to LexAstra
 - New World unit statuses will be exported as they are changed in New World
 - Statuses will be exported for configured units, even if the unit is not assigned to a call (e.g. on shift, out of service, etc.)
 - Data exported for all units will include
 - Unit number
 - Current unit status
 - Status time
 - If units is assigned to an active call, the following information will also be exported as the status changes
 - Call address
 - Call type
 - Call number
 - Incident number
 - Interface will support mapping of New World unit statuses to LexAstra unit statuses
 - Interface will support mapping of New World unit numbers to LexAstra unit statuses
 - The interface will support one export method and format

Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Amendment Investment Summary.



Exhibit 3

Discontinuance of Maintenance on Licensed Software

Acknowledgement Document- Lexington Fayette Urban County 50374

Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the "Cancelled Applications"):

- Citizens Reporting Interface
- On-Line Pawn Shop Check Interface to State/NCIC

- The State/NCIC Interface was sold as a bundle that contained the State/NCIC Interface (50%) and in addition, the following four modules:
 - On-Line Global Subjects Interface to State/NCIC (12.5%)
 - On-Line Property Checks Interface to State/NCIC (12.5%)
 - On-Line Wants and Warrants Interface to State/NCIC (12.5%)
 - On-Line Impounds Interface to State/NCIC (12.5%)

The State/NCIC Interface module will remain, as well as the On-Line Global Subjects Interface to State/NCIC which will be listed separately in the customers inventory going forward. The other three sub-modules (Property Checks; Wants and Warrants; Impounds Interface) will be dropped. The ongoing maintenance for the State/NCIC Interface will be 50% of the amount of the State/NCIC Interface bundle, and the On-Line Global Subjects maintenance will be 12.5% the amount of the State/NCIC Interface bundle.

By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:

- The Maintenance and Support Agreement set forth in Client's contract with Tyler will no longer apply to the Cancelled Applications;
- Client will only receive maintenance and support on a time and materials basis, at Tyler's then-current rates or such other rates as Tyler deems necessary to account for Client's lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
- Client will receive the lowest priority under the applicable Support Call process; and
- Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

If Client decides to reinstate maintenance on a Cancelled Application, then Client will be required to (a) pay all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-license the Cancelled Application at Tyler's then-current software fees for that application or its functional equivalent.