



AMENDMENT 3

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 Ann Arbor, Michigan, with offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated July 3, 2019 ("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 item set forth in the sales quotation attached as Exhibit 1 and Exhibit 2 to this Amendment is hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such item shall conform to the following terms:
 - a. The year 1 Assist Basic fee, prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, is due on the Amendment Effective Date. Subsequent annual Assist Basic 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 Ann Arbor, Michigan

By: _____

By: _____

Name: _____

Name: Christopher Taylor

Title: _____

Title: Mayor

Date: _____

Date: _____





City of Ann Arbor, Michigan

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

By: _____

Name: Jacqueline Beaudry

Title: City Clerk

Date: _____

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____



**Exhibit 1 & 2
Amendment Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Exhibit 1



Quoted By:
Quote Expiration:
Quote Name:

Michael Kalush
4/2/23
EPL Assist Basic

Sales Quotation For:

City of Ann Arbor
301 E Huron St
Ann Arbor MI 48104-1908
Phone: +1 (734) 994-2730

Tyler Annual Services

Description	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	\$ 30,000
TOTAL:		\$ 30,000

Summary	One Time Fees	Recurring Fees
Total Services	\$ 0	\$ 30,000
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 30,000
Contract Total	\$ 30,000	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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) delivery 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.
- Expenses associated with onsite services are invoiced as incurred.

Comments

Includes:

- 15 days with Assist Rep
- Investment Assessment every 18 months
- 3 Tyler Connect passes
- CSAM (Client Services Account Management)

Exhibit 2



Quoted By: Michael Kalush
 Quote Expiration: 04/14/23
 Quote Name: 5 Business Management and 10 Community Development licenses

Sales Quotation For:
 City of Ann Arbor
 301 E Huron St
 Ann Arbor MI 48104-1908
 Phone: +1 (734) 994-2730

Tyler Software

Description	License	Users/Units	Module Total	Year One Maintenance
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User	\$ 2,999	20	\$ 59,980	\$ 6,000
Business Management Suite - Per User	\$ 2,999	10	\$ 29,990	\$ 3,000
TOTAL			\$ 89,970	\$ 9,000

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	50	\$ 250	\$ 12,500	\$ 0

TOTAL:

\$ 12,500

\$ 0

Summary

One Time Fees

Recurring Fees

Total License Fees

\$ 89,970

\$ 9,000

Total Services

\$ 12,500

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total

\$ 102,470

\$ 9,000

Contract Total

\$ 111,470

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

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- 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.
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- Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

5 Business Management Licenses
10 Community Development Licenses

Pre-Go-Live remaining work effort for Rental House (Business Management Suite) and Code Enforcement (Community Development Suite) modules and minor report changes to the existing Ann Arbor Permit Card, Customer Service License Card and Planning Decision Letter. Professional Service hours include testing and troubleshooting reports.