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 Hallandale Beach, Florida, with offices at 400 South Federal Highway, Hallandale Beach, Florida 33009 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 22, 2013 ("Agreement"); and

WHEREAS, the Term of the Agreement expires July 31, 2020 ("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 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 for year one, as detailed in the attached Sales Quotation, are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced quarterly in advance, beginning on the anniversary of the initial invoice date.

3. Concurrent Users. The Munis SaaS fees are based on the number of 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. Named Users. The EnerGov SaaS fees are based on the number of named users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of named users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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.

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 Hallandale Beach, FL

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit 1

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the 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: Cindy Chase
Date: 5/11/2020
Quote Expiration: 11/7/2020
Quote Name: Hallandale Beach - ERP - SaaS Renewal 2020
Quote Number: 2020-109449
Quote Description: SaaS Renewal 2020

Sales Quotation For

City of Hallandale Beach

400 S Federal Hwy

Hallandale Beach, FL 33009-6433

Phone +1 (954) 458-3251

Email: jchristly@hallandalebeachfl.gov

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Financials:				
Accounting/GL	$29,851.00	1.0	$29,851.00	0
BMI Asset Track Interface	$2,171.00	1.0	$2,171.00	0
BMI CollectIT Interface	$2,248.00	1.0	$2,248.00	0
Capital Assets	$6,856.00	1.0	$6,856.00	0
Cash Management	$5,713.00	1.0	$5,713.00	0
Contract Management	$3,371.00	1.0	$3,371.00	0
Inventory	$6,285.00	1.0	$6,285.00	0
Project & Grant Accounting	$5,713.00	1.0	$5,713.00	0
Purchase Orders	$6,856.00	1.0	$6,856.00	0
Requisitions	$5,713.00	1.0	$5,713.00	0
Standard Fuel Interface - SeeComments	$2,171.00	1.0	$2,171.00	0
Asset Maintenance	$7,856.00	1.0	$7,856.00	0
Human Capital Management:				
HR Management	$4,399.00	1.0	$4,399.00	0
Payroll w/ESS	$9,198.00	1.0	$9,198.00	0
Revenue:				

Accounts Receivable		$6,285.00	1.0	$6,285.00	0
Business License		$5,713.00	1.0	$5,713.00	0
Central Property File		$563.00	1.0	$563.00	0
General Billing		$2,857.00	1.0	$2,857.00	0
Maplink GIS Integration		$2,857.00	1.0	$2,857.00	0
Tyler Cashiering		$11,998.00	1.0	$11,998.00	0
UB Interface		$2,514.00	1.0	$2,514.00	0
Utility Billing CIS		$8,284.00	1.0	$8,284.00	0
Productivity:					
Citizen Self Service		$6,285.00	1.0	$6,285.00	0
eProcurement		$5,713.00	1.0	$5,713.00	e
Munis Office		$4,856.00	1.0	$4,856.00	0
Role Tailored Dashboard		$4,856.00	1.0	$4,856.00	0
Tyler Content Manager SE		$11,426.00	1.0	$11,426.00	0
Tyler GoDocs		$1,355.00	1.0	$1,355.00	0
Tyler Forms Processing		$4,564.00	1.0	$4,564.00	0
Tyler Reporting Services		$7,716.00	1.0	$7,716.00	0
Additional:					
EnerGov		$83,044.00	1.0	$83,044.00	0
Socrata Open Finance		$9,000.00	1.0	$9,000.00	0
	TOTAL:	**$278,287.00**		**$278,287.00**	**0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total SaaS	$0.00	$278,287.00
Total Tyler Services	$0.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$0.00**	**$278,287.00**
Contract Total	**$278,287.00**	

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.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Accounting/GL includes Accounts Payable and Budgeting.

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. 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.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

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.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

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

Business license library includes: 1 business license and 1 renewal application.

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.

Comments

The Munis SaaS fees are based on 100 concurrent users. The EnerGov SaaS fees are based on 30 named users. Should the number of concurrent /named users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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.