



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 Kenton County, with offices at 11777 Madison Pike, Independence, KY 41051-8637 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of May 31, 2011 (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. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees will be invoiced 100% on July 1, 2021.
  - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on July 1, 2021, 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.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.

Kenton County, KY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bryan Proctor

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Christina Milson  
 Quote Expiration: 12/8/21  
 Quote Name: CAD DSS and Web CAD Monitor

Sales Quotation For:  
 Kenton County Police Department  
 11777 Madison Pike  
 Independence KY 41051-8637  
 Phone: +1 (859) 356-3895

**Tyler Software**

Description	License	Discount	License Total	Year One Maintenance
<b>New World Public Safety</b>				
<b>Computer Aided Dispatch</b>				
Web CAD Monitor	\$ 16,000	\$ 0	\$ 16,000	\$ 3,360
CAD Data Mart / Includes 2 users	\$ 3,200	\$ 640	\$ 2,560	\$ 538
<b>Total</b>	<b>\$ 19,200</b>	<b>\$ 640</b>	<b>\$ 18,560</b>	<b>\$ 3,898</b>
<i>Sub-Total</i>	<i>\$ 19,200</i>		<i>\$ 18,560</i>	<i>\$ 3,898</i>
<i>Less Discount</i>	<i>\$ 640</i>			<i>\$ 0</i>
<b>TOTAL</b>	<b>\$ 18,560</b>		<b>\$ 18,560</b>	<b>\$ 3,898</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
<b>New World Public Safety</b>					
Decision Support Software Implementation	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
Web CAD Monitor Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0

**TOTAL**

**\$ 5,510**

**\$ 0**

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 18,560	\$ 3,898
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 5,510	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 24,070</b>	<b>\$ 3,898</b>
<b>Contract Total</b>	<b>\$ 27,968</b>	

### **Assumptions**

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device 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 Mbps/1 Gbps 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. Client 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 Client 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 Client in preparing the required GIS data for use with the Licensed New World Software.

Depending upon the Licensed Software the Client 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). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client 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.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.