



AMENDMENT

This amendment ("Amendment") is made this ____ day of _____, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, with offices at 701 East Broadway, Fifth Floor, Columbia, Missouri 65201 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 19, 2013 ("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 the Client agree as follows:

1. The parties hereby acknowledge that Client discontinued maintenance and support services on the 'Bid Management' Tyler Software according to the Discontinuance of Maintenance Form dated October 24, 2018, a copy of which is attached to this Amendment as Exhibit 1.
2. The following Tyler Software is hereby removed from the Agreement as of the execution date of this Amendment:
 - a. Tyler Energov Decision Engine
 - b. Tyler Energov Food Inspections – 10 User Permit / Land Management Suite
 - c. Tyler Energov Food Inspections – 8 iG Workforce (Includes iG Inspect mobile app)
 - d. Tyler Energov Food Inspections – GIS Integration (10 Users)

Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

3. In recognition of license fees paid to Tyler for the 'Tyler Energov Decision Engine' Tyler Software, Tyler hereby issues to Client a credit of \$7,124.29. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement. The remaining balance of \$2,374.76 due for the 'Tyler Energov Decision Engine' Tyler Software license fee is hereby waived.
4. In recognition of maintenance and support fees paid to Tyler for the software listed in Section 2 above for the period of October 01, 2016 – September 30, 2018, Tyler hereby issues to Client a credit of \$19,943.40. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement.
5. The balance due for maintenance and support fees for the software listed in Section 2 above for the period of October 01, 2018 – September 30, 2019 is hereby voided, and accordingly invoice #235842, dated September 01, 2018, will be credited \$10,422.63.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

7. 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 Columbia, MO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

A handwritten signature in black ink, appearing to be 'Nancy Thompson', is written over the horizontal line and extends slightly to the right of the printed name.



Exhibit 1
Discontinuance of Maintenance Form

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Cory Fischer <cory.fischer@como.gov>

Form Needed to Discontinue Software Maintenance|UUID:8635fd95-ab40-4d13-9be9-5c8abec72920|

1 message

Accounts.Receivable <Accounts.Receivable@tylertech.com>
To: "cory.fischer@como.gov" <cory.fischer@como.gov>

Wed, Oct 24, 2018 at 2:50 PM



Empowering people who serve the public™

October 24, 2018

Discontinuance of Maintenance on Licensed Software**Acknowledgement Document- COLUMBIA, MO 48455**

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"):

- Bid Management Module Software Support
- See Invoice 045-238954

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.

Tyler is dedicated to providing superior customer service to all our clients. In order to improve our processes, we ask that you provide a reason for your discontinuance of maintenance and support on the Cancelled Applications

by selecting one of the following:

- Don't use*
- Dissatisfied with product*
- Dissatisfied with service*
- Our decision is related to cost*
- Other:* _____

City of Columbia, MO

Client Name

[Signature]

Authorized Signature

Cale Turner

Printed Name & Title

10-24-18

Date

PLEASE PRINT THIS PAGE - SIGN & REPLY TO THIS E-MAIL

If you reply to this email, please do not change the subject line.

 **sgimage0png**
15K