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FIFTH AMENDMENT
TO
STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

This Fifth Amendment to Standard Software License and Services Agreement ("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 City of Yuma, AZ, an Arizona municipal corporation, with offices at 1 City Plaza, Yuma, AZ 85364 ("Customer").

RECITALS

WHEREAS, the Customer and New World Systems Corporation ("New World") executed a Standard Software License and Services Agreement dated June 4, 2010, which was subsequently amended by Amendment No. 2 dated December 6, 2011, Amendment No. 3 dated April 2, 2012 and Amendment No. 4 dated July 31, 2012 (the Standard Software License and Services Agreement and subsequent amendments are collectively referred to as the "Agreement"), under which New World granted Customer a perpetual license in certain Licensed Software, as defined therein; and

WHEREAS, New World and Customer drafted an amendment titled "Amendment No. 1" prior to the execution of Amendment No. 2, but Amendment No. 1 was not executed by either party and therefore never took effect; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler provides support and maintenance for the Licensed Software in accordance with the terms of the Standard Software Maintenance Agreement which is attached to the Agreement as Exhibit 3 ("SSMA"); and

WHEREAS, the parties desire to extend the term of the SSMA and amend its terms to better meet Customer's needs; and

WHEREAS, under Section 1.1 of the Agreement, Tyler issued the Customer a license to use the Licensed Standard Software on certain authorized workstations ("Individual Licenses"). The Customer desires to replace all of its Individual Licenses with a single site license from Tyler that encompasses the following agencies: City of Yuma, Yuma County, City of San Luis, City of Somerton, Cocopah Indian Tribe, Quechan Indian Tribe, and Town of Wellton (collectively the "Yuma Regional Communication System"; and

WHEREAS, Tyler and Customer now desire to amend the Agreement to provide Customer with a site license for the License Standard Software and to amend the SSMA in accordance with the terms and conditions set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Customer agree as follows:

1. Site License. Section 1.1 of Article II "General Terms and Conditions" of the Agreement is amended to read

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as follows:

> Tyler grants Customer a nontransferable, nonexclusive, and non-assignable Site License to use the Licensed Software only on the Designated System and only for its internal processing needs. For purposes of this Agreement, "Site License" means a license for an unlimited number of users to use the Licensed Software at specified locations. Customer shall have the right and license to use, the Licensed Software only for Customer's own use and only on the Designated System. Notwithstanding anything to the contrary in this Agreement, the Site License granted to Customer pursuant to this Agreement includes the right for the Yuma Regional Communication System to use the Licensed Software. Tyler will deliver to Customer one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. Customer's rights to use the Tyler Software are perpetual but may be revoked if Customer breaches a term of the Agreement. For avoidance of doubt, should Customer choose not renew its SSMA, Tyler's perpetual license grant to Customer shall remain.

2. Amendments to the Definitions.
   a. The definition of "An Authorized User/Workstation" is deleted as set forth in Article I "Definitions".

   b. Article 1 "Definitions" of the Agreement is amended to add the following definitions in alphabetical order:

   > "Acceptance" means that the Tyler Software has been moved to a live production environment and has operated in that environment for thirty (30) days without a Priority 1 defect, as defined in Schedule A to Exhibit 3 of this Amendment.

   > "An Authorized User": Any person that is given authority to log on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

   > "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set for in Tyler's then-current Documentation.

   > "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Customer, including instructions, user guides, manuals or other training or self-help documentation.

   > "Live Production Environment" means that the software is being used by Customer in their daily environment.

   > "Third Party Terms" means the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit 4.

   > "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.

   > "Third Party Products" means the Third Party Software and/or Third Party Hardware.

   > "Third Party Software" means the third party software identified in the Investment Summary.

3. Section 7.4 of Article II "General Terms and Conditions" of the Agreement is amended to read as follows:

> If Customer wishes to add additional Licensed Software, Customer shall submit request in writing to Tyler. Customer agrees to pay the additional License fees at the current contract amount or current software prices in effect, as agreed to by the parties. SSMA fees shall be increased according to the additional Licensed Software fees on the next annual billing date after the Licensed Software is added, or as specified in the future contract. With said payments, the license provided in Section 2.1 permits Customer's use of the Licensed Software.

4. Section 7.5 of Article II "General Terms and Conditions" of the Agreement is deleted in its entirety.

5. <u>Upgraded Software</u>. The software set forth in the Investment Summary, attached as Exhibit 1 and incorporated herein by reference, under the header "Deleted Standard Software" is hereby removed from the Agreement, and replaced with the software listed in Exhibit 1 under the headers "Replacement Evergreen Standard Software" and "Added Standard Software". Customer's license to Deleted Standard Software shall cease when the "Replacement Evergreen Standard Software" and "Added Standard Software" has been moved to a live production environment. Project management, implementation and training services associated with the upgrade to the "Replacement Evergreen Standard Software" and "Added Standard Software" will be provided according to the terms of Exhibit 2, attached and incorporated herein by reference.

6. <u>Revised SSMA</u>. Tyler shall provide Customer with maintenance and support for the Licensed Standard Software in accordance with the terms set forth in Exhibit 3, attached and incorporated herein by reference. As of the Amendment Effective Date, Exhibit 3 to this Amendment supersedes and replaces the SSMA as Exhibit C to the Agreement. For purposes of this Amendment, "Tyler Software" shall mean the Licensed Software, as defined in the Agreement, that Tyler licensed to Customer under the Agreement, and on which Customer has paid maintenance and support fees through the Effective Date.

7. <u>Payment</u>. The following payment terms shall apply to this Amendment:

   a. Tyler acknowledges that Customer has paid the software fees for the upgrades to the Replacement Evergreen Standard Software and no additional software fees for the upgrades to the Replacement Evergreen Standard Software and Added Standard Software are due as set forth in Exhibit 1.
   b. Tyler acknowledges and agrees that Client's maintenance and support fees (including Esri) for the Replacement Evergreen Standard Software have been paid through June 30, 2018. The maintenance and support fees for the Added Standard Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective date through June 30, 2018. Subsequent maintenance for the added software is included in the maintenance and support fees included in Exhibit 3. On an annual basis thereafter, Tyler will invoice Customer its then-current annual maintenance and support fees as set forth in Section 2 of Exhibit 3 to this Amendment.
   c. Tyler will bill and invoice Customer for additional Implementation and other professional services (including training) after the service, which must be authorized by the YRCS Project Manager before the service begins, has been accepted and approved of by the YRCS Project Manager, which acceptance and approval shall not be unreasonably withheld, as delivered and performed, in an amount not to exceed the rates set forth in the Investment Summary.
   d. Tyler shall only perform other fixed price services when authorized in writing by Customer prior to performance of the service. All other fixed price services conducted without Customer's prior written authorization are at Tyler's sole expense. Except as otherwise provided in this Amendment, other fixed price services are billed and invoiced after the service, which must be authorized by YRCS Project

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Manager before the service begins, and has been accepted and approved by the YRCS Project Manager, which acceptance and approval shall not be unreasonably withheld as complete. Project Management services will be billed monthly in arrears, beginning on the first day of the month immediately following this Amendment's Effective Date.

e. *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced fifty (50%) upon initial delivery of an interface. The remaining fifty percent (50%) shall be invoiced after the completed interface is accepted and approved by the YRCS Project Manager, which acceptance and approval shall not be unreasonably withheld.

f. *Conversions:* Fixed-fee conversions are invoiced fifty percent (50%) upon Amendment Effective Date and fifty percent (50%) upon initial delivery of converted data.

g. *Subscription Fees:* Customer's initial subscription fees for ElasticSearch are invoiced when Tyler makes the product available to Customer. Subsequent subscription fees are due annually in advance on the anniversary of that date at Tyler's then-current rates.

h. *Third Party Software License Fees:* Tyler shall not invoice Customer for the license fees for Third Party Software, if any, until after Tyler makes it available to Customer for downloading. Customer's use of the Third Party Software shall be governed by the End User License Agreement(s) ("EULA") attached hereto as Exhibit 4. Tyler shall provide the Customer with written notice that the Third Party Software for Red Hat is available to Customer for downloading. The Third Party Software license fees shall not exceed the amount set forth in Section C of the Investment Summary without the prior written consent, agreed to and signed by both parties.

Third Party Software Maintenance (excluding Esri): The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to Customer for downloading. Tyler shall provide the Customer with written notice that the Third Party Software is available to Customer for downloading.
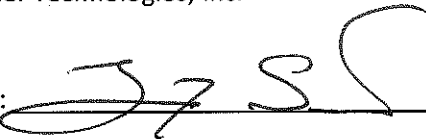
i. *Third Party Software Subscription:* The initial three (3) years of subscription for the Third Party Software will be invoiced upon Amendment Effective Date.

j. *Travel Expenses:* Customer shall pay Tyler's travel expenses incurred for training Customer regarding the Replacement Evergreen Standard Software and Added Standard Software on the condition that such travel expenses are approved by the YRCS Project Manager in writing prior to the date the expense is incurred. Tyler shall be solely responsible for any travel expenses incurred prior to Customer's written approval, which shall not be unreasonably withheld. Travel expenses shall be invoiced as incurred, as applicable, but the aggregate amount of travel expenses shall not exceed the amount set forth in Section D of the Investment Summary.

k. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Customer shall make electronic payments whenever possible.

8. Except for the modifications set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment shall be deemed a contract in accordance with the laws of the State of Arizona and is subject to the general terms and conditions set forth in the Agreement.

[SIGNATURE PAGE FOLLOWS]

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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.   City of Yuma, AZ

By: _____   By: _____

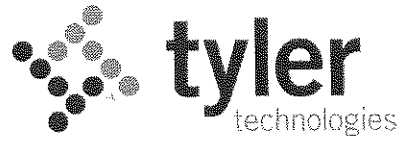Name: Greg Sebastian   Name: Gregory K. Wilkinson

Title: President, Public Safety Division   Title: City Administrator

Date: 5/1/18   Date: _____

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Exhibit 1 to the Fifth Amendment:
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler to Customer under the Agreement. This Investment Summary is effective as of the Effective Date of the Amendment.

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Investment Summary

CITY OF YUMA (YRCS), AZ
April 16, 2018

Tyler Software and Services

A. License Fees		$0
1) Licensed Standard Software	$223,530	
2) Less Evergreen Discount	(188,530)	
3) Less Customer Loyalty Software Discount	(35,000)	
B. Professional Services		489,425
C. Third Party Products and Services		36,000
D. Travel and Living Expenses (Estimate)		96,000
TOTAL ONE TIME COST		**$621,425**

Maintenance

E. Maintenance and Support Fees

1) Maintenance and Support Services:
   Includes Emergency 24/7 Maintenance for CAD only

Year 1 Maintenance	5,670

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

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CITY OF YUMA (YRCS), AZ
New World MSP to Enterprise CAD Upgrade

April 16, 2018

A.	LICENSE FEES	
ITEM	**DESCRIPTION**	**INVESTMENT**

DELETED STANDARD SOFTWARE

CAD

1. **New World MSP Combined LE/Fire/EMS CAD**

   - Call Entry
   - Call Control Panel
   - Unit Recommendations
   - Unit Status and Control Panel
   - Call Stacking
   - CAD Messaging
   - Call Scheduling
   - Dispatch Questionnaire
   - Fire Equipment Search/Fire Equipment Move
   - GIS/Geo-File Verification
   - Hazard and Location Alerts
   - Hazmat Search
   - Hydrant Inventory
   - Access to New World LE Records
   - Access to New World Fire Records
   - Note Pads
   - Rip-N-Run Remote Printing
   - Run Cards/Response Plans

2. **Additional New World MSP Software for Computer Aided Dispatch**

   - CAD Mapping
   - CAD AVL
   - Data Analysis/Crime Mapping/Management Reporting (1 application)
   - Service Vehicle Rotation (Wrecker, Ambulance)
   - Web CAD Monitor

3. **New World MSP Third Party CAD Interface Software**

   - New World CAD to New World CAD Interface
   - CAD Paging Interface
     Supports SNPP, SMTP, Standard TAP, WCTP
   - E-911 Interface
   On-Line Modules
   - On-Line CAD Interface to State/NCIC
     Includes state-specific standard forms

REPLACEMENT EVERGREEN STANDARD SOFTWARE

CAD

4. New World Enterprise Combined LE/Fire/EMS CAD $103,530
- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

5. Additional New World Enterprise Software for Computer Aided Dispatch

- CAD AVL	11,000
- Service Vehicle Rotation (Wrecker, Ambulance)	11,000
- Web CAD Monitor	30,000

6. New World Enterprise Third Party Interface Software

- New World CAD to New World CAD Interface	No Charge
- CAD Paging Interface	11,000
Supports SNPP, SMTP, Standard TAP, WCTP	
- E-911 Interface	11,000
- On-Line CAD Interface to State/NCIC	11,000
Includes state-specific standard forms	

SUB-TOTAL CAD MODULES	**$188,530**

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ADDED STANDARD SOFTWARE

NEW WORLD DATA SHARING

7. **Multi-Server Search**   15,000

DECISION SUPPORT SOFTWARE

8. **Corrections Management Data Mart**
   - Includes 10+ users   20,000

SUB-TOTAL NEW WORLD ADDITIONAL SOFTWARE MODULES	$35,000

9. **Workstation License**   Included

STANDARD NEW WORLD SOFTWARE LICENSE FEE   **$223,530**

    LESS EVERGREEN DISCOUNT   **(188,530)**
    LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT   **(35,000)**

NET NEW WORLD SOFTWARE LICENSE FEE	$0

Note: A Workstation License for an unlimited number of users is included for the Client's Licensed Standard Software including Mobile Software. The Workstation License includes only the following agencies as authorized users:
- City of Yuma, AZ
- County of Yuma, AZ
- City of Somerton, AZ
- Cocopah Indian Tribe, AZ
- City of San Luis, AZ
- Town of Wellton, AZ
- Quechan Indian Tribe, AZ

(Any additional agencies added to the site license above will incur additional software costs.)

B.	PROFESSIONAL SERVICES		
ITEM	**DESCRIPTION**		**INVESTMENT**

PROFESSIONAL SERVICES

1.	Project Management Services as required:			$48,000
	- Project Management			
	- Overall consultation and communication			
	- Monthly status reports and project updates throughout the duration of the project			
	- Implementation Plan			
2.	Up to 624 hours of Enterprise CAD Implementation and Training Services are included for:			68,640
	- Software Tailoring and Set Up			
	- User Education and Training			
	- Other Technical Support			
	- Travel Time Included			
	Assumes train-the-trainer approach, with the exception of CAD, which is end user training			
3.	Up to 722 hours of Additional Support Services are included for:			104,690
	- Additional Go-Live Support			
	- Field Reporting Forms Build			
	- Mobile Field Reporting Consolidation Services			
	- Consolidation of State Connections for NCIC			
	- Refresher Training for LERMS, CMS and FRMS			
4.	Systems Assurance and Software Installation			46,560
	New World Enterprise Standard Environment (3 instances)		39,600	
	- Configure application servers			
	- Consult on connectivity to new or existing Windows environment			
	- Verify operating system and SQL configuration			
	- Verify workstation configuration			
	Message Switch Deployment to include:	2,320 ea.	6,960	
	- Install and configure message switch software			
	- Configure system variables (i.e., operating system, interfaces, etc.)			
5.	Fixed Installation Service Fees:			103,560
	- 911 Interface (4 instances)		3,520	
	- State/NCIC (3 instances)		13,200	
	- On-Line CAD Interface to State/NCIC (3 instances)		5,280	
	- CAD Pager Interface (3 PSAPs)		1,320	
	- Web CAD Monitor (3 instances)		1,320	
	- NCIC Parsing (CAD) (3 instances)		7,920	
	- NCIC Parsing (Mobile) (3 instances)		7,920	
	- Interface Go-Live Support (3 instances)		2,640	
	- Interface Post-Live Support (3 instances)		2,640	
	- Migrate LERMS Interfaces (3 instances)		5,280	
	- Migrate CMS Interfaces (1 instance)		1,760	
	- New World CAD to New World CAD Interface (3 instances)		17,400	
	- Multi Server Search (3 sites)		6,960	
	GIS Implementation			
	-New World Enterprise (3 instances)		26,400	

6. Decision Support Software Implementation Services: (CMS)   4,350

    - Installation of standard library components (cubes)

    - Training with data and reporting cubes

    - Training on use of data mart for custom report building

7. Data File Migration Pricing Estimates   86,425
    Multiple Application Database
    - CAD / Call for Service (3 instances)   13,200
    - Custom MSP to MSP Conversion - (Consolidate 3 MSP DBs)   73,225

8. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES   19,200

    Third Party Software Product (Custom Interfaces)

    CAD Interfaces

    - Zetron Encoder Interface (two-way) (four locations: City of Yuma; Yuma County Sheriff's   19,200
      Office; City of Somerton Police; and City of San Luis)

9. APPLICATION SOFTWARE MODIFICATIONS
Development, installation and failover testing of the three node warm failover Virtual   8,000
Message Switch solution

TOTAL IMPLEMENTATION SERVICES	$489,425

C.	THIRD PARTY PRODUCTS AND SERVICES		
ITEM	**DESCRIPTION**		**INVESTMENT**
	1. THIRD PARTY PRODUCTS AND SERVICES		
	THIRD PARTY SOFTWARE		
	a. GIS Software		$34,500
	CAD		
	- Esri 10.2 (3 environments)	27,000	
	b. Elasticsearch Professional Edition (Annual Subcription)		$1,500
	c. Virtual Message Switch		
	Red Hat Enterprise Linux Server (3-year subscription)	2,500 ea.	7,500

TOTAL THIRD PARTY PRODUCTS AND SERVICES	$36,000

D.	TRAVEL AND LIVING EXPENSES (Estimate)	
ITEM	**DESCRIPTION**	**INVESTMENT**
	1. TRAVEL AND LIVING EXPENSES (Estimate) Estimated 48 trips at $2,000 per trip.	$96,000

TOTAL ONE TIME COST	$621,425

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E.	MAINTENANCE AND SUPPORT FEES	
ITEM	**DESCRIPTION**	**INVESTMENT**

1. **MAINTENANCE AND SUPPORT AGREEMENT** (Year 1 Cost):

   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 the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

   Year 1 Maintenance: $5,670

PRICING VALID THROUGH MAY 31, 2018.

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Pricing 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 2008/2012/2016 and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2008/2012/2016 and SQL Server 2008/2012/2014/2016, 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 any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd 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.

Customer 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 Customers 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 Customer's GIS data will be contracted by Customer separately with Esri.

For State/NCIC, Customer 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.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.
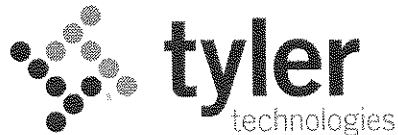
Exhibit 2 to the Fifth Amendment:
Upgrade Services

1. Project Management Services

Tyler shall act as Project Manager to assist Customer in implementing the Tyler Software. Project Management Services include:

a)   Developing an Implementation Plan;
c)   Providing revised Implementation Plans (if required);
d)   Providing monthly project status reports; and
e)   Facilitating project status meetings
  - a project review (kickoff) meeting at Customer's location
  - progress status meeting(s) during implementation via telephone conference or at Customer's location; and
  - a project close-out meeting at Customer's location to conclude the project.
f)   Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a)   implementation of the Tyler Software; and
b)   Training Customer or assisting with Customer's training on the Tyler

The project management, implementation and training support services provided by us may be performed at Customer's premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy, Michigan).

Tyler has adjusted the go-live scope of services in the Investment Summary to staff one command center, at a location to be determined by YRCS. YRCS personnel will act as subject matter experts at each location for first and second level support. When remote support proves ineffective, Tyler will dispatch its resources from the command center to remote locations for third level support.

Tyler makes all reasonable efforts to schedule its personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Customer cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Customer will be liable for all (a) non-refundable expenses incurred by Tyler on Customer's behalf, and (b) the hourly rate for the personnel assigned to perform the cancelled professional services

if Tyler is unable to reassign such personnel. The hourly rate shall not exceed $160.00/hour for the in scope services as reflected in the Investment Summary. Tyler will make all reasonable efforts to reassign personnel in the event Customer cancels within two (2) weeks of scheduled commitments.

3.   Interface and/or Fixed Installation Services

Tyler shall provide interface and/or fixed installation services as described in the Investment Summary.

Our GIS implementation services are to assist Customer in preparing the required GIS data for use with the Tyler Software. At a minimum, Customer 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 are 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 Tyler Software.

4.   Hardware Quality Assurance Service

Tyler shall provide Hardware Systems Assurance of Customer's .NET server(s).

a)   Hardware Quality Assurance Services (Standard Environment – 3 instances):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5.   Message Switch Operating System Assurance Service

Tyler shall provide Message Switch Operating System Assurance, which includes:

a)   Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System

- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase
- Setup automatic "cron" jobs
- Complete full system and log backups
- Perform any necessary administrator training
- Testing of failover and all scripts. This testing should be completed before the go live.

6.   Decision Support Systems (DSS) Implementation Services

Tyler will provide Customer with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. Customer is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.

b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Customer's sign off will be required on agreed upon requirements of reporting cubes and dashboards.

c) Installation and configuration of DSS software.

d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.

e) Installation of Customer's specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

Exhibit 2 to the Fifth Amendment:
Schedule 1
Data File Conversion Assistance

Tyler will provide conversion assistance to Customer to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to Customer prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from (3) NWS/Tyler databases.

2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by Customer prior to providing the data to Tyler.

Our Responsibilities

1. Tyler will create and provide Customer with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until Customer approve this document.

2. Tyler will provide the data conversion programs to convert Customer's data from the NWS/Tyler data sources to the Tyler Software. Tyler will provide warranty coverage for any conversion-procedure-related issue reports by Customer to Tyler within thirty (30) days after the conversion is run in the live database. Tyler shall fix any and all issues regarding the conversion or migrations to the City's reasonable satisfaction so long as such issues are reported by Customer within six (6) months after the date the conversion/migration is complete.

3. As provided in the approved project plan for conversions, Tyler will schedule on-site trip(s) to Customer's location in order to conduct the following: Conversion Go-Live Implementation and Support

   Customer will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Customer Responsibilities

1. Customer will give Tyler access to Customer's current MSP databases for extraction of data.

2. As provided in the project plan for conversions, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for Customer's commitment and our

commitment. Customer understands that thorough and timely testing of the converted data by Customer's personnel is a key part of a successful data conversion.

3. Customer agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

4. Customer agrees to report any issues with the conversion/migration to Tyler within six (6) months after date the conversion/migration is complete. The date the conversion/migration is completed shall be agreed to in writing by both parties. Tyler shall fix any and all issues regarding the conversion or migrations to the City's reasonable satisfaction so long as such issues are reported by Customer within six (6) months after date the conversion/migration is complete

Files to be Converted and/or Consolidated:

New World MSP CAD / Call for Service will be converted to New World Enterprise CAD Calls for Service (3 instances).
Custom MSP to MSP Conversion (consolidate 3 MSP DB's). The database consolidation will include the following:

- Consolidating the databases for Somerton, San Luis and Cocopah into one database;
- Consolidating the databases for Quechan and Yuma into one database; and
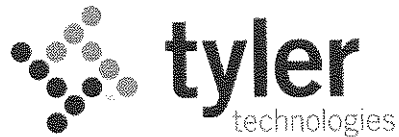- Consolidating the databases for Wellton and Yuma County into one database.

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Exhibit 2
Exhibit 2 to the Fifth Amendment:
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

Tyler will provide Customer requested standard software enhancements and/or custom software services as discussed below. Customer 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. Customer may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)
   While Tyler will provide reasonable consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

   (1) Zetron Encoder Interface (two-way): To be finalized through a SOW and will include:
   - Two-way toning interface from CAD Enterprise to the Zetron FSA
     - Interface will be implemented using IP-based connection
     - Tones will be sent automatically to Zetron as units are dispatched
     - Unit statuses updated in Zetron will update the corresponding unit status in eCAD
     - Unit statuses updated in eCAD will update the corresponding unit status in Zetron
     - Interface will be deployed at 4 agencies (Yuma, YCSO, Somerton, and San Luis)

2. Methodology to Provide Enhancements and/or Custom Software

a) Tyler's Responsibility

   As part of Tyler's delivery of these services, Tyler will:

   (1) Review the required features for the items set forth in paragraph 1, above, with Customer.

   (2) Prepare a Requirements Document (RD) to include:
   - Detailed description of the required feature

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- 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, Tyler will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, Tyler will use a Request For Service (RFS) procedure. Both procedures are reviewed with Customer 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) <u>Design and Development Procedure</u>

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Tyler will work with Customer's staff in completing the RD. Customer agrees 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) Tyler submit completed RD to Customer.	To be determined
(3) Customer will review and sign off on the RD. Once Customer signs 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 Customer's authorization to proceed in writing.	To be determined
(4) Tyler complete programming from RD and provide the associated deliverable to Customer.	To be determined
(5) Customer tests software modification based on RD.	To be determined

3. <u>Third Party Responsibilities</u>

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) Tyler will not be responsible for making any modification in the third party software to support this interface.

c) The third-party will work with Tyler and Customer to test the interface.

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Exhibit 3 to the Fifth Amendment:
Standard Software Maintenance Agreement

This Standard Software Maintenance Agreement (SSMA) between Tyler and Customer sets forth the standard software maintenance support services provided by Tyler. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement or the Amendment.

1. SSMA Term. This SSMA shall commence on July 1, 2018 (State Date), and remain in full force and effect for six (6) years from the Start Date (Initial Term). After the expiration of the Initial Term, this SSMA shall automatically renew each year in one (1) year terms, unless terminated in writing by either party, with or without cause, at least thirty (30) days prior to the end of the then-current term. To allow Customer sufficient time to review the maintenance and supports fees after the Initial Term, Tyler shall send Customer the maintenance and supports fees for the upcoming term at least sixty (60) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Tyler agrees to provide software maintenance and support for the Tyler Software for the prices listed below:

Maintenance Term	Amount
7/1/18 – 6/30/19	$370,084
7/1/19 – 6/30/20	$372,919
7/1/20 – 6/30/21	$375,754
7/1/21 – 6/30/22	$387,027
7/1/22 – 6/30/23	$398,637
7/1/23 – 6/30/24	$410,597

Maintenance costs will be billed annually are due thirty (30) days after Customer's receipt of Tyler's invoice. Customer's fees for each subsequent term will be at Tyler's then-current rates. Tyler reserves the right to suspend maintenance and support services if Customer fails to pay the undisputed maintenance and support fees within thirty (30) days of Tyler's written notice of Customer's failure to pay. Tyler will reinstate maintenance and support services only if Customer pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services Included. As long as Customer is not using Tyler's help desk as a substitute for Tyler's training services on the Tyler Software, and Customer timely pays Customer's maintenance and support fees as set forth in Section 2 of this SSMA, Tyler shall provide maintenance and support services on the Tyler Software listed in Attachment 1 to this SSMA and the following services during the SSMA term:

    3.1 perform Tyler's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve confirmed issues and Defects, as defined in the Agreement, in the Tyler Software. Tyler's maintenance and support obligations are limited to the then-current version and the immediately prior version of the Tyler Software. Notwithstanding the foregoing, if Customer modifies the Tyler Software without Tyler's consent, Tyler's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

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3.2 a) provide telephone support during Tyler's established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide effective and timely maintenance and support services;

3.4 provide Customer with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy; and

3.6 revisions to Licensed Documentation.

Additional support services are available as requested by Customer at the Hourly Rate.

4. <u>Customer Responsibilities</u>. Tyler will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, Customer agrees to maintain a broadband internet connection capable of connecting Tyler to Customer's PCs and server(s). Customer agrees to provide Tyler with a login account and local administrative privileges as reasonably necessary for Tyler to perform remote services. Prior to performing any remote services, Tyler shall notify Customer and receive Customer's permission to access Customer's PCs and server(s). Tyler shall perform all remote services through a secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. For purposes of this Agreement, "secure connection means a connection equivalent to a VPN Tunnel or remote services software that requires someone to provide access. If Tyler cannot resolve a support issue remotely, Tyler shall provide onsite services. In such event, Tyler will be responsible for our travel expenses, unless it is determined that onsite support was required due to acts within Customer's control. Either way, Customer agrees, at no charge, to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services. Tyler strongly recommends that Customer also maintain a VPN for backup connectivity purposes.

5. <u>Hardware and Other Systems</u>. If in the process of diagnosing a software support issue it is discovered that one of Customer's peripheral systems or other software is the cause of the issue, Tyler will notify Customer so that Customer may contact the support agency for that peripheral system. Tyler cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, Customer bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by Customer;
(b) Customer will maintain support contracts for all non-Tyler software associated with Tyler Software

(including operating systems and database management systems, but excluding Third-Party Software, if any); and

(c) Customer will perform daily database backups and verify that those backups are successful.

6. <u>Other Excluded Services</u>. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours, as set forth in Section 3.2(a) of this Exhibit 3; or (g) installation, training services, or third party product costs related to a new release of Tyler Software. Requested maintenance and support services such as those outlined in this section will be billed to Customer the Hourly Rate. Customer must request those services with at least one (1) weeks' advance notice.

7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is provided in Schedule A, attached and incorporated to this Exhibit 3 by reference.

Schedule A to Exhibit 3
Support Call Process

If, after Customer has cut over to live production use of the Tyler Software, Customer believes that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then Customer will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. Tyler will review the documented notice and when there is a Defect, Tyler shall resolve it at no additional cost to Customer beyond Customer's then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, Tyler will follow the priority categorizations below. These categories are assigned based on Customer's determination of the severity of the Defect and our reasonable analysis. If Customer believes a priority categorization needs to be updated, Customer may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer Customer workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that Customer revert back to the prior version of the Tyler Software pending the correction of the Defect.

    (a)   **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, Tyler shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to Customer concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

    (b)   **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit Customer's use of the Tyler Software.*

Tyler shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of Customer's notice. The product technical specialist will then work to diagnose and correct the Defect. Tyler shall work diligently to make the correction, and shall provide ongoing communication to Customer concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

    (c)   **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

Tyler may include a correction in subsequent Tyler Software releases.

Attachment 1 to Exhibit 3

Computer Aided Dispatch
New World Enterprise Combined LE/Fire/EMS CAD
BOLOs
CAD AVL
Service Vehicle Rotation (Wrecker, Ambulance)
Web CAD Monitor
CAD Paging Interface
E-911 Interface
On-Line CAD Interface to State/NCIC
CAD to CAD Interface
Law Enforcement Records Management System
New World Multi-Jurisdictional Law Enforcement Records
Federal UCR/IBR
Activity Reporting and Scheduling
Bookings
Career Criminal Registry (parolee, sex offender)
Case Management
Civil Paper Tracking and Receipting
Data Analysis/Crime Mapping/Management Reporting (LERMS)
Equipment Tracking
Field Investigations
Gang Tracking
Narcotics Management/Intelligence
Orders of Protection
Pawn Shops
Property Room Bar Coding
Livescan Interface (LERMS)
Citizen Reporting Interface
COPLINK Interface
New World State/NCIC Interface
On-Line Orders of Protection Interface to State/NCIC
On-Line Global Subjects Interface to State/NCIC
On-Line Wants and Warrants Interface to State/NCIC
On-Line Impounds Interface to State/NCIC

Fire Records Management System

New World Fire Records Software

NFIRS 5.0 Electronic Reporting

Data Analysis/Management Reporting (FRMS)

Equipment Tracking and Maintenance

Vehicle Tracking and Maintenance (FRMS)

Corrections Management System

New World Corrections Management Software Package

State Corrections Compliance Reporting

CMS Property Room Bar Coding

Data Analysis/Management Reporting (CMS)

Officer Equipment Tracking

Grievance Tracking

Booking Export Interface

Public Safety Lineups/Mug Shots (CMS)

ID Badges

Mobile

New World Mobile Messaging Server

Fire Dispatch/Messaging   Site License

State Photo Download   Site License

LE Dispatch/Messaging/State/NCIC   Site License

In-Car Mapping / AVL   Site License

Field Reporting

New World Field-Based Reporting Server   Site License

LE Field Reporting (Federal Standard)   Site License

LE Accident Field Reporting (1 form)   Site License

Fire Inspections   Site License

Other Software

Law Enforcement Records Management Data Mart / Includes 10+ users

LE Records Management Dashboards

Fire Records Management Data Mart / Includes 10+ users

Fire Records Management Dashboards

Corrections Management Data Mart / Includes 10+ users

Multi-Server Search

Aegis Site License

Esri Embedded Applications

ArcGIS Standard Enterprise Server Integration

CAD Workstations Integration (24)

Mobile In-Car Mapping Integration (519)

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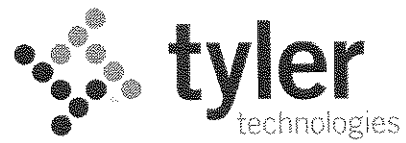
Exhibit 4 to the Fifth Amendment:
End User License Agreements for Third-Party Software

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6.   **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7.   **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.