



## 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 Hattiesburg, with offices at 200 Forrest Street, Hattiesburg, Mississippi 39401 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 21, 2008 ("Agreement"), as supplemented by quote ratified by the Client on April 17, 2018 ("Quote"); 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 items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:

- a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The new total Quote fee is \$32,275.00, as itemized below:

Original Quote Amount – EnerGov Professional Services (incl. Travel)	\$28,825.00
This Amendment (Add Onsite Travel & Services)	\$3,450.00
New Quote Total	\$32,275.00

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, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Hattiesburg, MS

By: 

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

Name: Robert Kennedy-Jensen

Name: \_\_\_\_\_

Title: Director of Contracts

Title: \_\_\_\_\_

Date: October 26, 2018

Date: \_\_\_\_\_



## **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: Andrew Meyer  
Date: 10/19/2018  
Quote Expiration: 4/3/2019  
Quote Name: City of Hattiesburg-LGD-EG-Configuration  
Quote Number: 2018-58823  
Quote Description: Configuration Services

Sales Quotation For  
City of Hattiesburg  
PO Box 1898  
Hattiesburg, MS 39403-1898  
Phone +1 (601) 545-4966

**EnerGov Professional Services**

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration Services	8	\$175.00	\$1,400.00	\$0.00
Project Management Services	2	\$175.00	\$350.00	\$0.00
TOTAL:			\$1,750.00	\$0.00

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$1,750.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$1,750.00	\$0.00
Contract Total (Excluding Estimated Travel Expenses)	\$1,750.00	

**Summary**

**Estimated Travel Expenses**

**One Time Fees**  
**\$1,700.00**

**Recurring Fees**

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**

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.