



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 Commissioners of Caroline County, MD, with offices at 403 S. 7th Street, Denton, MD 21629-1327 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of January 30, 2014 (the "Agreement"); and

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 and 2 and associated services as noted in Schedule 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 the Amendment Effective Date.
 - b. Associated maintenance and support fees prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. *Hosting Fees*: Hosting Fees, prorated for the time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current maintenance and support term under the Agreement, are due on the Amendment Effective Date. Hosting Services will renew annually for one (1) year Terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Subsequent Hosting Services fees will be invoiced annually in advance at our then-current rates.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - e. Travel expenses shall be invoiced as incurred, as applicable.
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.

Commissioners of Caroline County, MD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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.

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INVESTMENT SUMMARY

Tyler Software	\$ 64,725
Services	\$ 13,450
Third-Party Products	\$ 0
Travel	\$ 12,000
Total One-Time Cost	\$ 90,175
Annual Recurring Fees/SaaS	\$ 3,000
Tyler Software Maintenance	\$ 13,592



Quoted By: Brian Rennie
 Quote Expiration: 7/29/23
 Quote Name: Field Field Mobile (CrewForce) -15

Sales Quotation For:

Caroline County, MD
 403 S 7th St
 Denton MD 21629-1327
 Phone: +1 (410) 479-4161

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
CAD AVL	\$ 5,600	\$ 0	\$ 5,600	\$ 1,176
Total	\$ 5,600	\$ 0	\$ 5,600	\$ 1,176
Mobile				
Enterprise Law Enforcement Mobile Server Software	\$ 52,000	\$ 0	\$ 52,000	\$ 10,920
Enterprise Fire Field Mobile with Advanced Mapping [15]	\$ 7,125	\$ 0	\$ 7,125	\$ 1,496
Total	\$ 59,125	\$ 0	\$ 59,125	\$ 12,416
TOTAL	\$ 64,725		\$ 64,725	\$ 13,592

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Hosting			
Mobility Hosting Annual Fee	\$ 3,000	\$ 0	\$ 3,000

TOTAL

\$ 3,000

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Project Management	1	\$ 3,520	\$ 0	\$ 3,520	\$ 0
Mobility Implementation	1	\$ 2,480	\$ 0	\$ 2,480	\$ 0
Mobile Infrastructure Configuration	1	\$ 2,480	\$ 0	\$ 2,480	\$ 0
Fire Mobile Messaging Configuration	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
CAD Additional Modules				\$ 620	\$ 0
TOTAL		\$ 13,450		\$ 13,450	\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 64,725	\$ 13,592
Total Annual	\$ 0	\$ 3,000
Total Tyler Services	\$ 13,450	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel Expenses	\$ 12,000	\$ 0
Summary Total	\$ 90,175	\$ 16,592

Assumptions

Personal Computers must meet the minimum hardware requirements for Enterprise Public Safety 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).

Enterprise Public Safety 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. Enterprise Public Safety 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 Enterprise Public Safety 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 Enterprise Public Safety 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.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

Comprehensive Public Safety Software Solution

Single/Multi-Jurisdictional Dispatch Software

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	Radio Location

Records Management Software for Single/Multi-Jurisdictional Law Enforcement

Arrests	Impounded Vehicles	Training	Equipment and Inventory	<i>Available Interfaces</i>	MIDEx
Buildings	Incidents	Wants and Warrant	Gangs	Livescan	LACRIS
Businesses	Investigations		Hazardous Materials	Ticket Writer	NCIC
Case Management	Order of Protection	<i>Additional Modules</i>	Narcotics	Citizen Reporting	
Case Processing	Personnel	Alarms	Pawn Shops	COPLINK	
Citations	Property and Evidence	Bookings	Permits (Guns)	Accurint Crime Analysis	
Dynamic Reporting	Records Request	Briefing Notes	Scheduling	LINX	
Field Interviews	Registered Offenders	Crash	Content Manager	Evidence	
IBR/Clery Reporting	Standard Reporting	Stop Data	Use of Force	SECTOR	

Records Management for Fire Departments

Activity Reporting and Scheduling	Hazardous Materials	Personnel/Education	NFIRS/NEMIS 5.0 Reporting	Fire Permits
Investigations	Hydrant Inventory and Inspections	Pre-Plans	<i>Additional Modules</i>	Inventory
Business Registry	Incident Tracking	Station Activity Log	Data Analysis/Management	LOSAP Tracking and Reporting
		BLS/ALS	Equipment Tracking	Vehicle Tracking and Maintenance

Corrections Management Software

Tyler Corrections	NorthPoint Classification	Biometric Identification	<i>Available Interfaces</i>	TDEX
eSignatures	Mobility – Inmate Tracking	Biometric Hyperplance	Livescan	Jail Manager Integration
Mugshots	Jail Data Export		VINE	Toolkit
				Enterprise Custom Reports

Mobile Computing

Dispatch/Messaging/State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

Mobility Software

Law Enforcement Field Mobile	Fire Field Mobile	Data Collect Mobile
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Analytics

Data Marts	Public Safety Analytics	Agency Intelligence
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2023-384129-Q3S3J2



Exhibit 2

Additional Terms for Enterprise Public Safety Hosted Components

We will provide you with the Enterprise Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
 - 1.1. **“Enterprise Public Safety Components”** means the Enterprise Public Safety hosted components of Tyler Software identified in the Investment Summary.
 - 1.2. **“Hosting Services”** means the hosting services Tyler will provide for the Enterprise Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
 - 1.3. **“SLA”** means the service level agreement applicable to the Hosting Services for the Enterprise Public Safety Components. A copy of Tyler’s current SLA is attached hereto as Schedule 1 to this exhibit.
 - 1.4. **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
2. Hosting Terms for Enterprise Public Safety Components.
 - 2.1. We will either host or engage Third Party Services in order to host the Enterprise Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
 - 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Enterprise Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
 - 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
 - 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support

incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.