



AMENDMENT

This amendment ("Amendment") is made effective as of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Company" or "Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and Wise County, Texas ("Client") with offices at 200 North Trinity, Decatur, TX 76234.

WHEREAS, Company and Client are parties to an Agreement, effective April 16, 2012 ("Agreement"), under which Client acquired licenses to the software described therein as well as related professional services, and maintenance and support;

WHEREAS, Client's lease term expires on April 3, 2018; and

WHEREAS, Client desires to enter into a subscription term for an additional three (3) year period ("First Renewal Term");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Company and Client hereby agree as follows:

1. The Investment Summary is hereby amended to include the following terms and conditions which apply during the First Renewal Term:

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On Premise Subscription Summary

Sherry Lemon
 Wise County
 April 6, 2018

Cost Summary

Professional Services & Hardware	Cost
Implementation & Hardware Services	5,400
Services	5,400

Remote Assistance Only
If Wise County prefers to have on-site installation of new server, travel expenses and per diem will apply

On Premise Subscription

Annual Fees

Length of Agreement	3 Years - 36 Months	
Annual Fee		69,984
<i>(includes up to 7 full use licenses and up to 16 public view licenses)</i>		
		69,984
To be paid monthly:		5,832

Summary

Eagle Recorder, Eagle Minutes, Document Preservation, and Public Printing. Replacement of Server, Limited Back-Up Hardware and Systems Management.

Please Note: There are no on-site services related to this Contract Addendum

Please Note: Per existing contract, Daily Indexing will be charged to the Client at a rate of \$3.75 per document.



Software & Services

Sherry Lemon
Wise County
April 6, 2018

Application Software & Professional Services	QTY
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Eagle Land & Vital Records Suite

Eagle Recorder

Base License	1
Full Use License (per user)	7
Public View Licenses (per user)	16
Forms Printing (2 Forms Included)	1
Public Printing	

Eagle Minutes

Eagle Minutes	1
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Eagle Web

Eagle Web eCommerce for Eagle Web	1
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Annual Network/Hosting/Preservation Services

Document Preservation (incls. Disaster Recovery, Web Hosting w/eCommerce, 16mm film creation)	1
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Systems Management	1
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Hardware & System Software

Sherry Lemon
 Wise County
 April 6, 2018

New Server:

Network File Server and System Software

QTY

Maintenance Source

Database & Application Server:

Dell PowerEdge R430 1U Rack Mount (max 8 hard drives)	1	Dell-5yr NBD onsite warranty
Intel® Xeon® E5-2620 v4, 2.10GHz, 8 core, 16 thread, 20M Cache, 8.0GT/s QPI, 85W		
16 GB 2133mhz		
2 - 300GB 15k rpm SAS hard drives (RAID1- 300gb usable disk space)		
3 - 600GB 15k rpm SAS hard drives (RAID5- 1.2tb usable disk space)		
PERC H730 1gb Controller		
DVD-ROM Drive		
Keyboard/Mouse		
Gigabit Ethernet		
Dual Redundant 495W Hot Plug Power Supply		
5 year ProSupport and NBD onsite warranty		
Windows 2012R2 Standard Edition, 2 Socket, 2 VM (No CALS)		
Upgrade from 16gb to 32 GB RAM		
Second - Intel® Xeon® E5-2620 v4, 2.10GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C 85W		

Backup Solutions

Dell RD1000 USB Backup Drive 1TB Native w/ 8 cartridges & 3yr ProSupport	1
Backup Exec Server Agent for Applications and Databases (SQL/Exchange)(2K0910)	1
Backup Exec Win MEDIA (123524)	1

Keyboard/Video/Mouse (KVM) - allows multiple servers to share kbd, mouse & monitor

Belkin OmniView PRO3 8-Port USB/PS/2 KVM (Includes Rack Mount Kit) (F1DA108Z)	1
Belkin USB/VGA cable for 2 servers (F1D9401-06)	1

Uninterruptible Power Supplies (UPS)

Rack Mount - APC 1500 - 2U - (SMT1500RM2U) (4 post racks only)	1
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Microsoft Open Govt Licensing - **Minimum of any 5 (delivered via email)**

Microsoft Windows Server 2016 - Client Access License	25
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SQL SERVER 2016 ISV RUNTIME LICENSING (has 2008/2012 downgrade rights) **Minimum 5**

Microsoft SQL Server 2016 RUNTIME	1
Microsoft SQL 2016 RUNTIME CAL	25

NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies Applications.

Emergency Back Up Hardware:

Workstations	QTY	Maintenance Source
Dell OptiPlex 3050 Mini Tower (Public View Workstations) Intel Core i5-7500 Quad Core Processor 3.4Ghz, 65W 8 GB DDR3 SDRAM 2400mhz Integrated Intel Video (1 HDMI / 1 DP / 1 VGA) VGA Video Port 500gb 2.5inch Solid State Hybrid Drive 8x DVD-RW SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 10 Professional 3 year NBD onsite warranty Upgrade to 16GB DDR3 SDRAM Dell E Series E2216H 21.5" Wide Monitor w/New System (VGA / DP) Dell KM636 Wireless Keyboard & Mouse	1	Dell - 36 mos on-site warranty
Dell OptiPlex 3050 Mini Tower (Staff Workstations) Intel Core i5-7500 Quad Core Processor 3.4Ghz, 65W 8 GB DDR3 SDRAM 2400mhz Integrated Intel Video (1 HDMI / 1 DP / 1 VGA) VGA Video Port 500gb 2.5inch Solid State Hybrid Drive 8x DVD-RW SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 10 Professional 3 year NBD onsite warranty Upgrade to 16GB DDR3 SDRAM Dell E Series E2316H 23" Wide Monitor w/New System (VGA / DP) Dell KM636 Wireless Keyboard & Mouse	1	Dell - 36 mos on-site warranty
Dell OptiPlex 3050 Mini Tower (Cashiering Workstations) Intel Core i5-7500 Quad Core Processor 3.4Ghz, 65W 8 GB DDR3 SDRAM 2400mhz Integrated Intel Video (1 HDMI / 1 DP / 1 VGA) VGA Video Port 500gb 2.5inch Solid State Hybrid Drive 8x DVD-RW SATA w/ Cyberlinke Power DVD Keyboard/Mouse Windows 10 Professional 3 year NBD onsite warranty Upgrade to 16GB DDR3 SDRAM Dell E Series E2316H 23" Wide Monitor w/New System (VGA / DP) Dell KM636 Wireless Keyboard & Mouse Media Plus Automated Cash Drawer - USB - Black	1	Dell - 36 mos on-site warranty
Microsoft Office Software - Current Version Includes Excel, Outlook, Word, Powerpoint and OneNote Microsoft Office 2016 Professional OEM (Must be purchased with PC) includes Access, Excel, Outlook, Powerpoint, Publisher and Word	3	
Imaging Scanners	QTY	Maintenance Source
Fujitsu FI-7160 Color Scanner 60 page per minute, 120 IPM, 600 DPI, Duplex Ready 80 page Automatic Document Feeder Scans A4, Letter and custom sizes 3 year advanced nbd exchange warranty	1	Fujitsu

Amendment to Contract No. 2012-0060

<u>Laser Printers</u>	<u>QTY</u>	<u>Maintenance Source</u>
Hewlett Packard LaserJet M608N - 8V9092	1	
65 Pages per Minute, 512MB Memory		
1200 dpi, USB, Gigabit Ethernet, 650 sheet standard capacity		
Recommended Monthly Volume 5000-25000		
1yr Next Business Day On Site Warranty		
HP Care Pack Hardware Support - 2 year extended (3 total with new printer)	1	
Additional 550 sheet input tray for M608 - 8W0435	1	
Upgrade to M608DN for added duplexer - 8V9093	1	
Hewlett Packard LaserJet M607N - 8V9090	1	
55 Pages per Minute, 512MB Memory		
1200 dpi, USB, Gigabit Ethernet, 650 sheet standard capacity		
Recommended Monthly Volume 5000-20000		
1yr Next Business Day On Site Warranty		
Additional 550 sheet input tray for M607 - 8W0435	1	
HP Care Pack Hardware Support - 2 year extended (3 total with new printer)	1	
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Misc. Hardware and Network Equipment	QTY	
Cash Collection		
<i>All Epson receipt printers include power supply, ribbon, USB Cable and 50 roll case of paper</i>		
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	
Zebra GK420T Label Printer	1	
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Current On-Site Hardware Extended Warranties:		
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Current On-site Hardware Extended Warranties	QTY	
Workstations:		
Dell Optiplex 7020 - 2 year extension	5	
Dell Optiplex 3020 - 2 year extension	16	
Printers:		
Hewlett Packard LaserJet M401N - 1 year extensions	3	
Scanners:		
Fujitsu FI-7160 Color Scanner - 3 year extension	4	



Tyler OnDemand - Application Availability Service

Sherry Lemon

Wise County

April 6, 2018

Service

Tyler OnDemand - Application Availability Service

Tyler Disaster Recovery Services (TDRS)

Tyler Application coverage details:

- Tyler Application Data sent to our DRS facility every 24 hours
- Data integrity check to make sure your data is collected properly
- 24 Hour Recovery Point Objective
- Emergency response within 2 business hours. Application Availability within 8 business hours
- We will help you establish a SaaS connection for up to 10 concurrent Users during service activation
- We will assist you in restoring data from DRS facility to file server
- 1 Annual Disaster Planning Walkthrough

Scope of Service:

Coverage includes Tyler's Eagle Recorder Suite components.

It **does not** include Eagle Web or any Operating System, Active Directory, or Non-Tyler Application Data

Should the media storage exceed 800 GB client is subject to additional charges at current storage costs

How we help you with your local removable-media backups:

- General backup/restore assistance in non-disaster circumstances
- Optional Monthly offsite backup tape storage
- Monthly backup status reports
- Daily backup monitoring for NTBackup and Backup Exec users

Notes:

TDRS is not to be considered a replacement for local tape backups, but as a supplemental coverage service. Entity must perform backup procedures and tape rotation as established in Tyler's recommended backup procedures documentation.
Remote access to client servers must be provided through RDP, PCAnywhere or GotoAssist.
Tyler requires a minimum 128 kbps upstream internet access from the Tyler Application server. 256kbps or better recommended

Entity must utilize the following:

Backup Software: Arcserve, Backup Exec, or NT Backup (Preferred)
Only those Entity's who use Microsoft's NTBackup or Backup Exec are eligible for daily backup monitoring and monthly reporting
Supported Backup Hardware: DDS3 12/24GB DAT, DDS4 20/40GB DAT, DDS5 35/70GB DAT or LTO Drives
Optional: Entity sends tapes monthly to Tyler for off-site rotation

Non-Participation

- \$140/hr for assistance in troubleshooting non-disaster backup/restore situation
- \$150/hr for non-ASP related data recovery assistance in disaster situations.
- One time fee: \$10,000 + \$500/day for Level 1 ASP service in disaster situations



Systems Management

Sherry Lemon
Wise County
April 6, 2018

Service

Tyler Systems Management

Tyler Systems Management Services

Tyler Systems Management Includes:

Proactive System Monitoring

- Tyler application availability
- System Uptime
- Raid array monitoring
- Reports errors in the event log
- Disk usage
- Windows updated needed
- Memory Usage
- Monthly System Status report

Remote Technical Support

- Server and workstation hardware and software issues
- Technical help-desk support - *direct unlimited remote support on technical issues*
- Tyler Application and Database migration to new Hardware

Database Administration

- SQL Server updates and patches
- Maintenance Plan Setup
 - Monitor maintenance plans
 - Verify success of maintenance plans
 - routine tasks including integrity checks
 - SQL Server events and transaction log maintenance
- Database monitoring
 - integrity checks
 - Re-index database

Data Backup Assistance

- Assistance in implementing on-site backup procedures
- Monitor local backups and provide status reports
- Provide backup troubleshooting and issue resolution

Services Packs, Updates, and Antivirus Support

- Installation of current Microsoft service packs and updates on enrolled computers
- Implementation of our antivirus solution so your network remains healthy and protected
- Provide additional assistance in virus removal
- Application Update Service

2. Notwithstanding any terms to the contrary in the Agreement, the following payment terms shall apply to this Amendment.

2.1 *Subscription Fees:* Year 1 through Year 3 subscription fees are set forth in Section 1 of this Amendment. Subscription fees are due and payable in advance and shall be invoiced monthly in the amount of \$5,832 commencing on the Effective Date.

2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. All hardware, and hardware warranties included in Section 1 above are part included in the annual subscription fee for the Renewal Term.
4. All existing on-premise hardware previously provided by Company pursuant to the Agreement is assigned to Client as part of this Amendment at no additional cost.
5. The following additional terms and conditions shall apply to the Hardware set forth in Section 1 of this Amendment:
 - 3.1 New Server. Upon the Effective Date of this Amendment, Company will order, deliver to Client, and assist Client with the installation of the new server. Such assistance shall include remote services only and the remote services will be billed as incurred in accordance with Section 2.2 of this Amendment. Client is responsible for all new server maintenance, back-ups and warranties. Company will provide remote troubleshooting services as outlined in the Systems Management Agreement. Any on-site services or additional remote services beyond initial installation, shall be billable at Company's then current rates. No on-site services are included in this Amendment.
 - 3.3 Emergency Back Up Hardware. The Emergency Back-Up Hardware listed in Section 1 of this Amendment is intended for emergency replacement, and shall be ordered by Company only as needed by Client. Any additional hardware outside of the quantities listed are the sole responsibility of Client to purchase, install and maintain, including any applicable warranties. Company will provide remote troubleshooting services, as outlined in the Systems Management Agreement. Any additional remote services required, shall be billable at Company's then current rates. No on-site services are included for diagnostic or replacement services. Should Client require on-site services for any replacement, services, travel and per diem expenses shall be billable at Company's then current rates.
 - 3.4 Current On-Site Hardware Extended Warranties. Commencing on the Effective Date of this Amendment, existing hardware will be the responsibility of Client to maintain utilizing the extended warranties listed. Company will provide troubleshooting services as outlined in the Systems Management Agreement. No on-site services are included in this Amendment for diagnostic or replacement assistance. Any additional remote services required shall be billable at Company's then current rates. Should Client require on-site services for any replacement, services, travel and per diem expenses shall be billable at Company's then current rates.
6. Client acknowledges as of the Effective Date of this Amendment, it shall be fully responsible for all hardware, including the server described in Section 1, and for remote diagnostics of hardware. Client agrees to have a Client IT technician with sufficient training and experience available onsite to assist with troubleshooting issues with Tyler and hardware manufacturer. Tyler's support and maintenance services and software warranties are contingent on Client providing adequate onsite resources, and Tyler shall not be held responsible for failure to provide its support and maintenance services pursuant to the terms of its support call process, in the event Client does not have such resources available.
7. All terms and conditions of the Agreement not herein amended remain in full force and effect. In

the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
Local Government Division

By: [Signature]

Name: Janet Joiner

Title: VP - Finance, LGD

Date: 4-17-18

Wise County, Texas

By: [Signature]

Name: J D Clark

Title: County Judge

Date: 4-16-18