



AMENDMENT THREE

This Amendment Three ("Amendment Three") 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. ("Tyler") and the City of Costa Mesa, California ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 30, 2019 ("Agreement"); and

WHEREAS, Tyler and Client amended certain terms of the Agreement through Amendment One to the Agreement, which Amendment One was effective on May 4, 2020; and

WHEREAS, Tyler and Client amended certain terms of the Agreement through Amendment Two to the Agreement, which Amendment Two was effective on Jul 11, 2022; and

WHEREAS, Client requires additional software from Tyler; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein, including increasing the Contract Total by One Fifty- Thousand Dollars (\$150,000).

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 Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. License Fees. License fees will be invoiced on the date when Tyler provides the Client with access to the applicable Tyler Software (the "Software Access Date").
 - b. Maintenance and Support Fees: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable one year from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof and in accord with the Agreement. Your fees for each subsequent year will be set at our then-current rates.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, 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 Costa Mesa, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





**Exhibit 1
Amendment Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
Quote Expiration:
Quote Name:

Chuck Newberry
10/9/23
Tyler EPL Site License

Sales Quotation For:
City of Costa Mesa
PO Box 1200
Costa Mesa CA 92628-1200
Phone: +1 (714) 754-5223

Tyler Software

Description	License	Users/Units	Module Total	Year One Maintenance
Enterprise Permitting & Licensing Core Software Community Development Suite - Site License	\$ 150,000	1	\$ 150,000	\$ 30,000
TOTAL			\$ 150,000	\$ 30,000



Summary	One Time Fees	Recurring Fees
Total License Fees	\$ 150,000	\$ 30,000
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	150,000	\$ 30,000
Contract Total	\$ 180,000	

Comments

Tyler is extending a site license agreement for the additional \$150,000 included in this investment summary. The

Annual Support and maintenance for this additional amount (\$30,000) will be waived for the first 12 months from signed amendment date.