

34417

AMENDMENT #4

This amendment ("Amendment") is made this 18th day of December, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Long Beach, with offices at 333 West Ocean Boulevard, 5th Floor, Long Beach, CA 90802 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 10, 2016 ("Agreement"); 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 Tyler IVR Gateway Software and services are hereby removed from the Agreement as of the execution date of this Amendment:

Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products

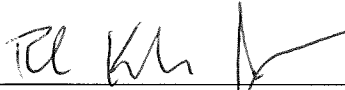
2. In recognition of license fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$24,603.75. At Client's direction, Tyler will apply the credit issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.
3. In recognition of maintenance and support fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$8,109.19. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement.
4. The remaining unpaid 25% of IVR Gateway License Fees (\$8,201.25), due on the earlier of use of the Phase 1 Tyler Software in live production or five hundred forty (540) days after the Available Download Date, is hereby waived.
5. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank.]

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

Tyler Technologies, Inc.

City of Long Beach, CA

By: 

By: 

Name: Robert Kennedy-Jensen

Name: Tom Modica

Title: Senior Corporate Attorney

Title: Assistant City Manager

Date: 12/6/17

Date: 12/18/17

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

12-11, 2017

CHARLES PARKIN, City Attorney

By: 
AMY R. WEBBER
DEPUTY CITY ATTORNEY