

**FIRST AMENDMENT TO THE LICENSE
AND SERVICES AGREEMENT BETWEEN
TYLER TECHNOLOGIES, INC. AND THE CITY OF REDONDO BEACH**

This First Amendment to the License and Services Agreement (this "First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Tyler Technologies, Inc., a Delaware corporation ("Tyler").

WHEREAS, effective July 1, 2020, the parties entered into the License and Services Agreement between the City and Tyler (the "Agreement"); and

WHEREAS, the City desires to discontinue Support and Update Licensing of the ExecuTime Time and Attendance modules and services; and

WHEREAS, pursuant to Section I.10 of the Agreement, the parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement as follows:

1. Scope of Services. Tyler shall discontinue maintenance and support for the ExecuTime Time and Attendance modules as set forth in Exhibit "A-1" attached hereto and incorporated by reference.
2. Credit for Maintenance Fees. In recognition of maintenance fees paid to Tyler for the ExecuTime Time and Attendance software, Tyler hereby issues to the City a credit of \$8,866.20. The City may apply such credit, in its discretion, to any fees due to Tyler under the Agreement. This First Amendment, upon execution, shall serve as the City's documentation for the credit issued (the executed First Amendment is City's credit invoice from Tyler).
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereby have executed this First Amendment as of this 7th day of June 2022.

CITY OF REDONDO BEACH
a chartered municipal corporation

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES

TYLER'S DUTIES

Tyler shall not provide maintenance and support for the ExecuTime Time and Attendance modules as provided in the attached Discontinuance of Maintenance on Licensed Software Acknowledgement Form.



Empowering people who serve the public[®]

January 12, 2022

Discontinuance of Maintenance on Licensed Software

Acknowledgement Document- REDONDO BEACH, CA 4872

Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the "Cancelled Applications"):

- Time & Attendance Mobile Access Maintenance
- Time & Attendance Import Maintenance
- Time & Attendance Maintenance (700)

By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:

- The Maintenance and Support Agreement set forth in Client's contract with Tyler will no longer apply to the Cancelled Applications;
- Client will only receive maintenance and support on a time and materials basis, at Tyler's then-current rates or such other rates as Tyler deems necessary to account for Client's lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
- Client will receive the lowest priority under the applicable Support Call process; and
- Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

If Client decides to reinstate maintenance on a Cancelled Application, then Client will be required to (a) pay all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-license the Cancelled Application at Tyler's then-current software fees for that application or its functional equivalent.

Tyler is dedicated to providing superior customer service to all our clients. In order to improve our processes, we ask that you provide a reason for your discontinuance of maintenance and support on the Cancelled Applications by selecting one of the following:

- ☐ *Don't use*
- ☐ *Dissatisfied with product*
- ☐ *Dissatisfied with service*
- ☐ *Our decision is related to cost*

____ *Other:* _____

Client Name

Authorized Signature

Printed Name & Title

Date

PLEASE PRINT THIS PAGE - SIGN & REPLY TO THIS E-MAIL