

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

AMENDMENT NO. 5 TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 5 ("Amendment 5") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have previously entered into and executed that certain Software and Services Agreement, ("Agreement"), attached hereto as "Exhibit 1" and incorporated by reference;

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems;

WHEREAS, the parties would like to renew the Agreement as described in "Exhibit 2";

WHEREAS, the following changes are incorporated as if a part of the Agreement:

- 1. Limit of Appropriation.** Prior to the execution of this Amendment 5, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment 5, that Fort Bend County shall have available the total maximum sum of fifty-four thousand twenty-two dollars and 50/100 (\$54,022.50), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 3, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of fifty-four thousand twenty-two dollars and 50/100 (\$54,022.50) for all products and services described herein.
- 2. Term.** This Amendment 5 shall be effective from October 1, 2018 ("Effective Date") and terminate on September 30, 2019 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 5, the terms of the underlying Agreement shall remain in full force and effect.
- 3. Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, Tyler hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Tyler represents pursuant to Section 2252.152 of the Texas Government Code, that Tyler is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

4. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**TYLER TECHNOLOGIES INC.**

*Sherry Clark*  
\_\_\_\_\_  
Authorized Agent – Signature

Sherry Clark  
\_\_\_\_\_  
Authorized Agent- Printed Name

Sr. Corporate Attorney  
\_\_\_\_\_  
Title

9/20/2018  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor