



AMENDMENT

This amendment ("Amendment") 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. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Fort Bend County, Texas, a political subdivision of the State of Texas ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service Agreement dated December 15, 2020 ("SaaS Agreement") and an Addendum to the SaaS Agreement dated December 15, 2020 ("Addendum");

WHEREAS, Tyler and Client were parties to a Software License and Professional Services Agreement and Software Maintenance Agreement for Tyler Jury software dated September 7, 2010 ("Prior Agreement");

WHEREAS, Tyler and Client are also parties to a Revised End User License Agreement and Professional Services Agreement dated January 5, 2010 ("CUC Agreement");

WHEREAS, the parties intended to terminate the Prior Agreement pursuant to the terms of the SaaS Agreement; and

WHEREAS, Tyler and Client desire to amend the terms of the SaaS Agreement and Addendum as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Section F(1) (Term) of the SaaS Agreement is hereby replaced in its entirety with the following:

"Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date ("Initial Term"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, the Agreement may be renewed in writing upon agreement of the parties, but will not automatically renew. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement."

2. Section 2 of the Addendum is hereby deleted.
3. The Tyler Jury Capture Software as a Service is hereby removed from the Agreement as of December 31, 2022. As of such date, Client's right to access such software is terminated, as are Tyler's obligations to maintain, support, host and update such software. Client's annual SaaS fees payment obligation commencing January 1, 2023 is hereby reduced by \$14,850.64 with respect to the removal of the Jury Capture software. Accordingly, as of January 1, 2023, Client's



total annual SaaS Fee for the Initial Term shall be \$83,637.36.

4. Exhibit B (Invoicing and Payment Policy) of the SaaS Agreement is hereby deleted and replaced in its entirety with the new form of Exhibit B (Invoicing and Payment Policy) which is attached to this Amendment.
5. Prior Agreement / Tyler Jury. Pursuant to certain recitals set forth in the SaaS Agreement, the parties intended the SaaS Agreement to supersede the Prior Agreement and for the Prior Agreement to be terminated upon the Effective Date of the SaaS Agreement. The applicable recitals are hereby amended, and the parties hereby agree, as follows:
 - a. The Prior Agreement is hereby terminated as of September 30, 2022, as are Client's obligation to pay maintenance and support fees for the Tyler Jury software licensed thereunder and Tyler's obligation to support, maintain and update such software.
6. Issuance of Credits / Voiding of Invoices. In accordance with the foregoing sections, Tyler shall issue Client the following credits:
 - a. In recognition of fees paid for Tyler Jury Capture, Tyler hereby issues to Client a credit of \$14,850.64. Tyler shall apply such credit to Client's future invoices under the SaaS Agreement until the credit has been used in full.
 - b. In recognition of fees paid for SummonsDirect, Tyler hereby issues to Client a credit of \$13,500. Tyler shall apply such credit to Client's future invoices under the SaaS Agreement until the credit has been used in full.
 - c. The balance due for SummonsDirect is hereby voided, and accordingly invoice #020-131350, dated October 8, 2021, and invoice #020-136993, dated August 12, 2022, are hereby credited in full. For the avoidance of doubt, the true-up credit in the amount of \$54,000 applied to invoice #020-136993 is also hereby voided. Fees for SummonsDirect will be re-billed in accordance with the Invoicing and Payment Policy, as modified by this Amendment.
 - d. The balance due for Jury Message is hereby voided, and accordingly invoice #020-130463, dated August 16, 2021, and invoice #020-136994, dated August 12, 2022, are hereby credited in full. Fees for Jury Message will be re-billed in accordance with the Invoicing and Payment Policy, as modified by this Amendment.
 - e. The balance due for Year 2 SaaS Fees is hereby voided, and accordingly invoice #020-132702, dated January 6, 2022, is hereby credited in full. Future SaaS Fees will be invoiced in accordance with the Invoicing and Payment Policy, as modified by this Amendment.
 - f. The balance due for "Ft. Bend Tyler Jury Software Standard Maintenance and Support" pursuant to the Prior Agreement is hereby voided, and accordingly invoice #020-137150, dated September 1, 2022, is hereby credited \$19,635.47.
7. The Tyler SummonsDirect terms set forth in Section 2 of Exhibit E (Statement of Work) of the

SaaS Agreement are hereby replaced in their entirety with the following:

“The per summons fee for SummonsDirect is based on the Customer’s estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with SummonsDirect change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler’s then-current rates for the actual annual volume, effective for the next annual term. Notwithstanding the foregoing, billing for SummonsDirect shall be monthly in arrears for the number of documents produced in the prior month at the per summons rate for the then-current annual term.

The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Amendment. Tyler agrees to use its best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, Tyler shall adjust the contract price accordingly by providing sixty (60) days’ advance written notice to Customer.”

8. Upon execution of this Amendment, subject to the payment provisions in the Addendum and the SaaS Agreement, Client agrees to immediately pay all outstanding invoices due to Tyler, subject to any credits issued herein.
9. The contents of this Section are required by Texas Law and are included by Client regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Tyler hereby verifies that Tyler and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tyler does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tyler does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tyler does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. This Amendment shall be governed by and construed in accordance with the terms and

conditions of the SaaS Agreement and Addendum. Except as expressly indicated in this Amendment, all other terms and conditions of the SaaS Agreement and Addendum 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.

Fort Bend County, TX

By: Sherry Clark
Sherry Clark (May 9, 2023 13:18 CDT)

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 5/9/23

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



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. Your SaaS Fees for the Initial Term, as defined in Section F(1) of this Agreement, are set forth in the Investment Summary and shall be invoiced as follows:

Year 1 (1/1/21 – 12/31/21): Invoiced in full on January 1, 2021

Year 2 (1/1/22 – 12/31/22): Waived

Year 3 (1/1/23 – 12/31/23): Invoiced in full on January 1, 2023

Year 4 (1/1/24 – 12/31/24): Invoiced in full on January 1, 2024

Year 5 (1/1/25 – 12/31/25): Invoiced in full on January 1, 2025

Upon expiration of the Initial Term, your SaaS Fees will be invoiced annually in advance at our then-current rates.

2. Other Tyler Software and Services.

2.1 Implementation and other professional services (including training) are billed and invoiced following Acceptance of the deliverables set forth in the fixed-price service payment milestone billing schedule contained in the Investment Summary.

3. Transaction Based Services.

3.1 *Tyler SummonsDirect.* Fees for the SummonsDirect services, at the rate set forth in the Investment Summary, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with SummonsDirect change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler's costs for providing the SummonsDirect services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the SummonsDirect fees by giving you sixty (60) days' advance written notice.

3.2 *Tyler Jury Message.* The Jury Message services set forth in the Investment Summary shall have an initial term of one (1) year commencing on January 1, 2023. Year 1 fees for Jury



Message shall be invoiced upon the commencement of the initial term at the rates set forth in the Investment Summary. The term shall automatically renew for additional one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement. If you exceed the maximum annual number of text messages as set forth in the Investment Summary, you will pay \$0.14 per additional text message, to be billed monthly in arrears.

3.3 *Jury List Update.* The jury list update services will be invoiced upon delivery of each instance of services performed in accordance with the terms in the Statement of Work, Exhibit E.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service payment milestones in the Investment Summary include travel expenses for the scope of the services quoted. Travel expenses for any additional scope will be billed as incurred and only in accordance with Business Travel Policy attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.