

APPROVED
06/27/2022



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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Board of County Commissioners of Tulsa County, Oklahoma, with offices at 633 West Third Street, 3rd Floor, Tulsa, Oklahoma 74127 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 17, 2012 ("Agreement"); and

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

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. Production Use.

- a. As of July 1, 2022, Client's right to access the SaaS environment for the Tyler Software Products licensed under the Agreement for production purposes is terminated, as are Tyler's obligations to maintain, support, host and update such SaaS environment.
- b. Client's annual SaaS fees payment obligation commencing July 1, 2022 is hereby reduced by \$423,397.28 with respect to the removal of the above-listed SaaS environment.
- c. Client shall not be responsible for paying Invoice No. 045-378183.

2. View-Only Use.

- a. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of July 1, 2022 and ending on June 30, 2023. Thereafter, the term will ~~renew automatically~~ ¹ for additional one (1) year renewal terms ~~at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.~~ ² Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- b. Payment of fees and costs for such items shall conform to the following terms:
 - i. The annual SaaS fees payable under the Agreement shall be ~~increased in~~ ³ the amount of \$ 64,036.81 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2022. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
- c. As of July 1, 2022, Client's access to the SaaS environment for the Tyler Software

1. renew automatically
may be renewed
[James Rea]

2. unless terminated in writing...
as agreed between the parties in writing.
[James Rea]

3. increased in
[James Rea]

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Products licensed under the Agreement is for view-only, not production, purposes.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

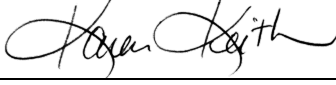
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Board of County Commissioners of Tulsa
County, Oklahoma

By: Robert Kennedy-Jensen

By: 

Name: Robert Kennedy-Jensen

Name: Karen Keith

Title: Group General Counsel

Title: Chairman

Date: 8/15/22

Date: 6/27/2022

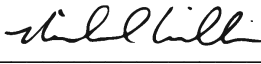
Attest: 





Exhibit 1 Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Susan Sturgis
 Quote Expiration: 11/08/22
 Quote Name: Tulsa County - ERP - Renewal with Limited License
 Quote Description: SaaS Renewal Limited License

Sales Quotation For:

Michael Willis
 Tulsa County
 500 S Denver Ave Rm 114
 Administration Bldg. 2nd Floor
 Tulsa OK 741278942
 Phone: +1 (918) 596-5780

Tyler Annual and Related Services

Description	QTY	Imp. Hours	Annual Fee
Additional			
Accounting/GL/Budget/AP - Limited Use	1	0	\$ 12,996.67
Accounts Receivable - Limited Use	1	0	\$ 3,544.57
Capital Assets - Limited Use	1	0	\$ 3,899.09
Concurrent Users - Limited Use	10	0	\$ 2,500.00
General Billing - Limited Use	1	0	\$ 1,654.21
Human Resources & Talent Mgt - Limited Use	1	0	\$ 2,988.99
Inventory - Limited Use	1	0	\$ 3,899.09
MUNIS Office - Limited Use	1	0	\$ 2,600.00
Payroll - Limited Use	1	0	\$ 6,498.21
Permits & Code Enforcement - Limited Use	1	0	\$ 6,886.14
Purchasing - Limited Use	1	0	\$ 3,899.09
Requisitions - Limited Use	1	0	\$ 2,729.44
Role Tailored Dashboard - Limited Use	1	0	\$ 2,662.60
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Tyler Content Manager - Limited Use	1	0	\$ 3,858.71
Tyler Reporting Services - Limited Use	1	0	\$ 3,420.00
TOTAL:		0	\$ 64,036.81

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 64,036.81
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 64,036.81
Contract Total	\$ 64,036.81	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

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[no notes on this page]

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

1. associated
pre-approved by Client
[James Rea]

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly. *RKQ*

1. accordingly.
as a greed between the parties in writing
[James Rea]

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.