tyler technologies

AMENDMENT

This amendment (this "Amendment") is effective as of the date of signature of the last party to sign as indicated below (the "Amendment Effective Date"), and is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler") and Polk County, Texas ("Client").

WHEREAS, Tyler and Client are parties to that certain software as a service agreement effective June 11, 2019 (the "Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement to migrate Client to Tyler's new Jury product in accordance with Tyler's evergreen philosophy.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The products and services detailed in <u>Amendment Exhibits 1 and 2</u> are added to the Agreement as of the Amendment Effective Date. Client shall continue to have access to Odyssey Jury until go-live of Tyler Jury Manager. The SaaS term shall remain unchanged.

2. The SaaS Fees for Odyssey Jury under the Agreement shall be replaced with the SaaS Fees for Tyler Jury Manager set forth on <u>Amendment Exhibit 1</u>. Client shall continue to pay SaaS Fees in accordance with the terms of the Agreement.

3. Tyler shall invoice Client for the professional services set forth on <u>Amendment Exhibit 1</u> on a time and materials basis and payment shall be due within 30 days' of receipt of any such invoice.

4. The transaction-based services set forth on <u>Amendment Exhibit 1</u> shall have a term that commences upon the initial mailing of a summons and continues for a period of three years ("Initial Transaction Term"). Tyler shall invoice for such services upon the initial mailing of a summons and on every anniversary thereof. Following the Initial Transaction Term, the term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement.

5. The travel expenses shall be invoiced as incurred and due 30 days' following receipt of such invoices.

6. All terms and conditions of the Agreement not herein amended remain in full force and effect. Except as defined herein or otherwise required by the context herein, all defined terms used in this Amendment have the meaning set forth in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the Amendment Effective Date.
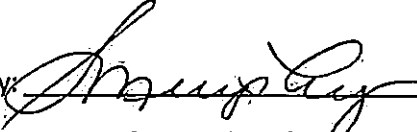
Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Polk County, Texas

By:_____

Name:___Sydney Murphy_____

Title:___Polk County Judge___

Date:___July 14, 2020_____

Amendment Exhibit 1

Software Fees	
	Annual SaaS Amount
	$39,889

SaaS Software	
Software	
Tyler Jury Manager Software includes:	
Tyler Jury Manager	
Tyler Jury Response	
Tyler Jury Voice	
Tyler Jury Capture (full)	
Hosting	
Total Annual SaaS Fee	**$39,889**

Implementation Services		
Professional Services		
	Hours	Cost
Project Services	75.00	$13,875
Technical Services	41.00	$7,277
Implementation Services	45.50	$7,963
	Total Implementation Services	**$29,115**

Transaction-based Services	
Tyler SummonsDirect (25,000 summonses / $0.59 per summons)	$14,750
Tyler Jury Message (30,000 per year / $5.14 per summons)	$3,000
Annual Source List Update	$3,000
Total Subscription Based Services	**$20,750**
Estimated Travel Expenses (2 trips @ $2,200/trip)	$4,400

**Statement of Work for
Implementation of Tyler Jury Manager,
Browser-based Jury Management System
SaaS Implementation
In Polk County, TX
July 9, 2020**

Tyler Technologies will implement Tyler Jury Manager in Polk County, TX under the following terms.

Project Terms

Tyler will...

1. Provide a subscription to use the following Products:

   - **Tyler Jury Manager;** web-based jury management system;

   - **Tyler Jury Response;** interactive web response system;

   - **Tyler Jury Voice;** interactive voice response system;

   - **Tyler Jury Capture;** image data capture system;

2. Provide the following Recurring Services:

   - **Tyler Jury Hosting;** hosting services for ALL products and services listed in this SOW;

   - **Tyler Jury Message;** text-messaging service (max 30,000/year);

   - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;

   - **Tyler SummonsDirect,** data cleansing and summons production/mailing service.

     o The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of 25,000 documents per year, the "Annual Estimate".

     o If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.

     o In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.

     o If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,

     o The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.

3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:

- SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;

- Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;

4. Provide the following Professional Services:

- Provide project management services to coordinate all aspects of the project;

- Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;

- After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.

- In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.

- 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are $200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;

- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are $200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);

- Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;

- Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;

- Provide a 2-hour, online System Administrator training session;

- Provide a 2-day User training session to the Customer's staff at Customer's premises;

- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;

- Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system; and

- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training.

5. Provide the following Hosting Services:

- Provide all server operating system and database licenses required for use of Tyler Jury Manager;

- maintain a test and production environment of Tyler Jury Manager;

- will configure the DNS for use of hosted Tyler Jury Manager;

- install, configure, maintain, and support upgrade functions with Tyler Jury Manager;
- install, configure, maintain, and support the database used by Tyler Jury Manager;
- install 2 environments (Test/Training and Production) of Tyler Jury Manager;
- perform automated Server Patching via Microsoft Automatic Update;
- provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Tyler Jury Manager environment

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as "first-line" support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer's IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer's premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
    - Google Maps API key; and,
    - Skype for Windows;
- Provide required USPS postal permit for use of SummonsDirect.
    - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
    - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
    - You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;

- Maintain and be responsible for local SMTP server for Tyler Jury Manager and facilitate TJM accessing the SMTP server via the cloud;

- Provide and purchase any SSL certificates required for encryption in motion (if desired);