



Sales Quotation For:
 Polk County
 100 W Church St
 Livingston TX 77351
 Cassandra Lowrie
 +1 (936) 327-6888
 cassandra.lowrie@co.polk.tx.us

Quoted By: DK Robertson
 Quote Expiration: 01/20/24
 Quote Name: Applicant Tracking

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Applicant Tracking	\$ 2,300
TOTAL:	\$ 2,300

Services	Hours/Units	Extended Price
Description		
ERP Pro 10 Financial Management Suite		
Professional Services	16	\$ 2,320
Other Services		
Project Management	1	\$ 250

Services Description	Hours/Units	Extended Price
TOTAL:		\$ 2,570

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 2,300
Total Tyler Services	\$ 2,570	
Summary Total	\$ 2,570	\$ 2,300
Contract Total	\$ 4,870	

Optional Tyler Annual Software – SaaS		Annual
Description		
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
Applicant Tracking Interface		\$ 707
Benefits Enrollment		\$ 8,251
TOTAL:		\$ 8,958
Term # of Years:	1	

Optional Services Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	20	\$ 2,900
TOTAL:		\$ 2,900

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- 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 accessible to 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.

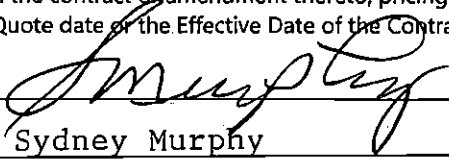
Fees for services included in this sales quotation shall be invoiced as indicated below.

- 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 fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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:

August 8, 2023

Print Name:

Sydney Murphy

P.O.#:



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 Polk County, TX, with offices at 602 E. Church Street, Suite 108, Livingston, TX 77351 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

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

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

- 1. The TEAMS-20 services set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date. The TEAMS-20 services shall have an initial term that commences on such date and continues in effect for one (1) year. At the end of such term, the term shall automatically extend for additional one (1) year terms unless a party provides, at least ninety (90) days prior to the end of the then-current term, written notice that it does not wish to extend the term or otherwise terminates the TEAMS-20 services in accordance with the Agreement. If the term of the Agreement expires during the TEAMS term and Client does not renew the Agreement, TEAMS services shall be automatically terminated on the same date that the Agreement expires.
2. TEAMS-20 fees for the initial term, at the rate set forth in Exhibit 1, are invoiced on the first day of the first month following the Amendment Effective Date. Subsequent annual fees will be invoiced annually in advance at Tyler's then-current rates. Tyler shall provide the TEAMS-20 services in accordance with the term and conditions set forth in Exhibit 2 to this Amendment.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Polk County, TX

By: _____

By: _____

Name: _____

Name: Sydney Murphy

Title: _____

Title: Polk County Judge

Date: _____

Date: August 22, 2023





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment 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:
Quote Expiration:
Quote Name:

Brian Murray
11/14/23

Sales Quotation For:

Polk County
100 W Church St
Livingston TX 77351
Phone: +1 (936) 327-6804

Annual / SaaS

Description	Annual
Enterprise Justice	
TEAMS – 20	\$ 25,000
TOTAL	\$ 25,000

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 25,000
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 25,000
Contract Total	\$ 25,000	

Comments

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.



Exhibit 2

Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions

Election	TEAMS Level	Annual Units of Service	Annual Tyler Connect Pass	Annual Cost
X	TEAMS-20	20	1	\$25,000

Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler’s published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement.

