



## 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 Polk County, Texas 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 items 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 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount set forth in Amendment Exhibit 1 for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. SaaS fees for Years 2 through 5 shall be invoiced annually in advance at the rates set forth in Exhibit 1. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
  - b. Services identified in Exhibit 1 and added to the Agreement pursuant to this Amendment shall be invoiced on a fixed fee basis as delivered.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. 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, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Polk County, Texas

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Sydney Murphy

Title: \_\_\_\_\_

Title: Polk County Judge

Date: \_\_\_\_\_

Date: November 14, 2023



**Exhibit 1**  
**Amendment Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:  
 Quote Expiration:  
 Quote Name:

John Galbraith  
 4/21/24

**Sales Quotation For:**

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

**Software and Annual Fees**

	Year 1	Year 2	Year 3	Year 4	Year 5
Recurring Annual Fees	\$ 4,100.00	\$ 4,305.00	\$ 4,520.00	\$ 4,746.00	\$ 4,983.00
Fixed Annual Fees	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
One-Time Software Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Client Discount	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total</b>	<b>\$ 4,100.00</b>	<b>\$ 4,305.00</b>	<b>\$ 4,520.00</b>	<b>\$ 4,746.00</b>	<b>\$ 4,983.00</b>

**Total SaaS Fees: \$ 22,654.00**

**Annual / SaaS**

Description	Annual
Courtroom	
Judge Edition	

**TOTAL \$ 4,100**

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Project Management				\$ 7,800	\$ 0
<i>Project Services Sub-Total:</i>				<i>\$ 7,800</i>	<i>\$ 0</i>
Go-Live Assistance				\$ 2,960	\$ 0
Setup, Configuration & Consulting				\$ 2,960	\$ 0
Training				\$ 1,480	\$ 0
<i>Implementation Services Sub-Total:</i>				<i>\$ 7,400</i>	<i>\$ 0</i>
<b>TOTAL</b>				<b>\$ 15,200</b>	<b>\$ 0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 4,100
Total Tyler Services	\$ 15,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 15,200</b>	<b>\$ 4,100</b>
<b>Contract Total - Year 1</b>	<b>\$ 19,300</b>	

**Detailed Breakdown of Services (Included in Summary Total)**

Description	Quantity	Unit Price	Discount	Total	Annual Maintenance
<b>Enterprise Justice</b>					
Enterprise Justice Go-Live Assistance	16	\$ 185	\$ 0	\$ 2,960	\$ 0
Enterprise Justice Project Management	40	\$ 195	\$ 0	\$ 7,800	\$ 0
Enterprise Justice Setup, Configuration & Consulting	16	\$ 185	\$ 0	\$ 2,960	\$ 0
Enterprise Justice Training	8	\$ 185	\$ 0	\$ 1,480	\$ 0
	<i>Enterprise Justice Total</i>			<i>\$ 15,200</i>	<i>\$ 0</i>
	<b>TOTAL</b>			<b>\$ 15,200</b>	<b>\$ 0</b>

**Comments**

Travel expenses will be billed as incurred according to Tyler's standard business travel policy. Tyler has included Judge Edition for up to two judges.