



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 City of Columbia, with offices at 701 East Broadway, Columbia, Missouri 65201-4472 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 19, 2013 ("Original Agreement"); and

WHEREAS, Tyler and the Client amended the Original Agreement via an amendment dated July 20, 2021 ("July Amendment", the July Amendment and the Original Agreement, as previously amended, collectively referred to herein as the "Agreement"), adding certain software and services to the Agreement; and

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

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

1. Section 4(c) of the July Amendment is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

License Fees: Fifty percent (50%) of the license fees in the amount of \$31,963.50 will be invoiced upon the product being available for download ("Available Download Date for Executime Time & Attendance") with the remaining fifty percent (50%) of the license fees in the amount of \$31,963.50 invoiced upon the earlier of: (i) Final Acceptance; or (ii) eighteen (18) months from the Amendment Effective Date.

2. Section 4(d) of the July Amendment is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

Services Fees and Expenses: Services added to the Agreement pursuant to this Amendment in the amount of \$39,900.00, along with applicable expenses, shall be invoiced as provided and/or incurred.

3. Section 4(e) of the July Amendment is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

Maintenance Fees and Obligations: Year 1 maintenance and support fees in the amount of \$13,405.00 are waived for the period of time commencing on the Available Download Date for Executime Time & Attendance and ending at the same time as the end of the then-current annual maintenance term for the Tyler software already licensed under the Agreement.



Subsequent maintenance and support fees will be invoiced annually in advance of each anniversary thereof and the fees for each subsequent year will be set at our then-current rates, subject to the cap on annual increases set forth below.

Tyler shall not increase the maintenance and support fees by more than three percent (3%) per year, year over year for Year 2 and Year 3 and shall not increase the maintenance and support fees by more than five percent (5%) per year, year over year, for Year 4 and Year 5. Thereafter, Tyler may increase the maintenance and support fees annually, but in no event shall the increase exceed the prevailing rate for Tyler's other customers that are similarly situated.

4. Section 6(c) of the July Amendment is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

Maintenance Fees and Obligations: Year 1 maintenance and support fees in the amount of \$2,366.00 shall be due on the Available Download Date for Munis General Ledger API Toolkit (hereinafter "GL API") and shall be prorated for the time period commencing on the Available Download Date for GL API and ending at the same time as the end of the then-current annual maintenance term for the Tyler software already licensed under the Agreement. Subsequent maintenance and support fees will be invoiced annually in advance of each anniversary thereof and the fees for each subsequent year will be set at our then-current rates, subject to the cap on annual increases set forth below.

Tyler shall not increase the maintenance and support fees by more than three percent (3%) per year, year over year for Year 2 and Year 3 and shall not increase the maintenance and support fees by more than five percent (5%) per year, year over year, for Year 4 and Year 5. Thereafter, Tyler may increase the maintenance and support fees annually, but in no event shall the increase exceed the prevailing rate for Tyler's other customers that are similarly situated.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. 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.

City of Columbia, Missouri

By: _____

~~John Glascock, City Manager~~

De'Carlton Seewood, City Manager

Date: _____

ATTEST:

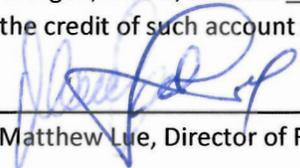


By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

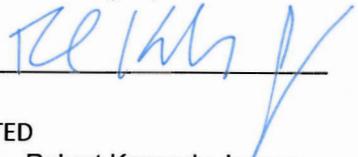
By: _____
Nancy Thompson, City Counselor/rw

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 6740184D - 504801, and that there is an unencumbered balance to the credit of such account sufficient to pay therefrom.



Matthew Lue, Director of Finance TW

Tyler Technologies, Inc.

BY: 

PRINTED
NAME: Robert Kennedy-Jensen

TITLE: Director of State & Local Contracts

DATE: 10/15/21

ATTEST:
BY: 

TITLE: Director FP&A