

AMENDMENT
to the
2013 AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND
TYLER TECHNOLOGIES, INC.

This amendment ("Amendment"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Missouri, with offices at 701 East Broadway, Columbia, Missouri 65201 ("Client") is made on the date of the last signatory noted below ("Amendment Effective Date").

RECITALS

- A. WHEREAS, Tyler and Client entered into an agreement on November 19, 2013 ("Agreement") for software and related services; and
- B. WHEREAS, the parties have previously amended the Agreement in 2018, 2019, 2020, 2021, 2023, and 2025; and
- C. WHEREAS, the parties hereto desire to formally amend the Agreement, as previously amended, with this amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the Agreement as previously amended, and further amended or supplemented by those terms contained in this Amendment.

AMENDMENT

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is agreed to amend the Agreement as previously amended, as follows:

- 1. Removing DHD Software.
 - a. The DHD Tyler Software is hereby removed from the maintenance and support agreement as of the Software Access Date, as defined below. Upon the Software Access Date, Client's right to access maintenance and support services is terminated, as are Tyler's obligations to support, maintain, and update such software.
 - b. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the Software Access Date.
- 2. Adding Environmental Health Software.
 - a. The items set forth in the Amendment Investment Summary attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - i. License Fees. License fees will be invoiced on the date when Tyler provides Client with access to the applicable Tyler Software (the "Software Access Date").
 - ii. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Software Access Date and ending on September 30, are due on the Software Access Date. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.
 - iii. SaaS Fees. Year 1 annual SaaS fees, prorated for a time period commencing on the Term Start Date and ending on September 30, are due on the Term Start Date. Subsequent

annual SaaS fees will be invoiced in accordance with the Agreement.

- iv. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - b. Tyler shall host the Environmental Health Executive Insights software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit 3 to this Amendment, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit 3. SaaS Fees includes up to 500GB of storage. Should additional storage be needed, it may be purchased as needed at an annual fee of \$3,000 per TB.
3. The Migration Terms Addendum attached hereto as Exhibit 1 is hereby added to the Agreement.
 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 5. Except as otherwise modified, amended, or supplemented by this Amendment and any prior amendments, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____ 
De'Carlton Seewood, City Manager

Date: _____

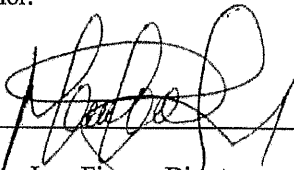
ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11003210-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: 
Matthew Lue, Finance Director

TYLER TECHNOLOGIES, INC.

By: Erik Graney
Name and Title: Erik Graney,
06/02/26 Senior Corporate Attorney
Date



Exhibit 1
Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum ("Addendum") apply to this Amendment, under which we will provide certain Tyler software solutions listed in the Amendment Investment Summary (hereafter, the "Replacement Modules") to replace the Tyler DHD software (hereafter, the "Migration Modules"). Accordingly, any conflict between the terms in this Addendum and this Amendment will be resolved in favor of the term(s) in this Addendum. Any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.



Exhibit 2
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in this Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

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Quoted By:
Quote Expiration:
Quote Name:

Miguel Aleman
10/31/26
DHD to EPL Conversion

Sales Quotation For:
COLUMBIA, MO CITY OF
ACCOUNTS PAYABLE
701 E BROADWAY # 5
COLUMBIA MO 65201-4465

Tyler Software

Description	License	Users/Units	Module Total	Year One Maintenance
Enterprise Permitting & Licensing Core Software	\$ 4,222	10	\$ 42,220	\$ 8,444
Environmental Health Suite - Per User	\$ 21,107	1	\$ 21,107	\$ 4,221
Civic Access - Environmental Health				
Enterprise Permitting & Licensing Extensions	\$ 588	5	\$ 2,940	\$ 590
Enterprise Permitting & Licensing Mobile				
<i>Sub-Total</i>	\$ 25917		\$ 66,267	\$ 13,255
<i>Less Discount</i>			\$ 63,327	0
TOTAL			\$ 2,940	\$ 13,255

Tyler Annual Software

Description	Monthly Fee	Users/Units	Annual Fee
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2024-505072-Y4Y1L3

CONFIDENTIAL

Environmental Health Extensions			
Environmental Health Executive Insights	\$ 1,333	1	\$ 16,000
<i>Sub-Total:</i>			\$ 16,000
<i><u>Less Discount:</u></i>			<i><u>\$ 2,000</u></i>
TOTAL:			\$ 14,000

Professional Services				
Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training	80	\$ 225	\$ 18,000	\$ 0
Custom Forms/Letters	1	\$ 3,000	\$ 3,000	\$ 0
Custom Reports/Outputs	1	\$ 5,000	\$ 5,000	\$ 0
Data Conversion Services	200	\$ 250	\$ 50,000	\$ 0
End User Training	80	\$ 225	\$ 18,000	\$ 0
Professional Implementation Services	250	\$ 225	\$ 56,250	\$ 0
Project Manager Services	104	\$ 225	\$ 23,400	\$ 0
	Sub-Total:		\$ 173,650	
	<u>Less Discount:</u>		\$ 62,622	
	TOTAL:		\$ 111,028	\$ 0

Summary	One Time Fees	Recurring Fees
Total License Fees	\$ 2,940	\$ 13,255
Total Annual Software		\$ 14,000
Total Services	\$ 111,028	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 113,968	\$ 27,255
Estimated Travel Expenses	\$ 6,000	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

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) delivery 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.
- Expenses associated with onsite services are invoiced as incurred.

Tyler Software Discount Detail

Description	License	License Discount	License Net	Maint Basis	Year One Maint Discount	Year One Maint Net
Enterprise Permitting & Licensing Core Software						
Environmental Health Suite - Per User	\$ 42,220	\$ 42,220	\$ 0	\$ 8,444	\$ 0	\$ 8,444
Civic Access - Environmental Health	\$ 21,107	\$ 21,107	\$ 0	\$ 4,221	\$ 0	\$ 4,221
TOTAL	\$ 63,327	\$ 63,327	\$ 0	\$ 12,665	\$ 0	\$ 12,665

Comments

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Investment Summary

Standard Notes

Project Delays and Change Control:

If the Client's actions or inactions—such as delays in completing, reviewing, or approving deliverables—extend the overall project timeline, such extensions shall be managed through the Change Control process. Any resulting delay may incur

additional costs, including but not limited to, extra project management, consulting, and conversion development service hours.

Cancellation Policy:

In the event the Client cancels scheduled services with less than two (2) weeks' notice, the Client shall be responsible for (i) all non-refundable expenses incurred on the Client's behalf and (ii) the daily service fees for the canceled services if Tyler Technologies, Inc. ("Tyler") is unable to reassign affected personnel.

Implementation Service Hours:

Implementation services are delivered in increments of four (4) or eight (8) hours. Unless otherwise agreed, services are assumed to be performed approximately seventy-five percent (75%) remotely and twenty-five percent (25%) onsite. Travel expenses are not included and will be invoiced separately in accordance with Tyler's standard travel policy.

Public Administration Security Console (PASC):

The Public Administration Security Console ("PASC") is a Tyler tool that enables authorized Support personnel to access Client environments using Tyler-owned accounts with rotating passwords for security purposes.

Client Responsibility for GIS Services:

The Client is solely responsible for providing and maintaining the GIS services required by Enterprise Permitting & Licensing ("EPL") in accordance with Tyler's GIS deployment guidelines.

Civic Access:

Civic Access provides the Client's citizen-facing online portal. Tyler will make the portal operational, integrate it with GIS, configure the payment portal (if applicable), and provide training on Civic Access configuration. The Client is responsible for configuring online applications and any additional components not specifically identified herein.

Hub:

Hub enables the Client to design and manage personalized user dashboards for tasks and data visualization. Tyler

will connect EPL data to Hub and provide training for dashboard personalization. The Client is responsible for maintaining and customizing dashboards. Any additional Hub data connections beyond the EPL data source will be subject to Change Control and may result in additional costs.

Environmental Health Implementation Notes

This implementation follows a shared services model similar to EPL. Tyler shall configure up to three (3) processes, including a violation library, one (1) code case type, and one (1) Enterprise Service Requests (ESR) case type. Each case type configured by Tyler is estimated to require twenty-five (25) to thirty (30) hours for definition, configuration, and validation. Tyler will also enable standard Geo Rules and automation events. The Client will complete all remaining configuration activities.

Tyler's Responsibilities

Tyler's implementation team shall provide the following services:

- Deliver training on Environmental Health functionality.
- Provide consultation, best practices, and guidance on configuration and maintenance for Environmental Health and Civic Access applications.
- Establish and validate connections between Environmental Health, Civic Access, and the Client's GIS map services, including configuration of the Live Link component.
- Configure and validate the Environmental Health and Civic Access payment systems or enable electronic payments using Client-provided payment gateway information (where applicable).
- Configure and validate integrations with other Tyler applications as applicable under this Agreement.

Client's Responsibilities

The Client's SMEs are expected to participate approximately twenty-five to fifty percent (25–50%) of their time weekly for configuration and validation. The configuration team should allocate thirty to forty-five (30–45) hours per process following completion of configuration training.

Client SMEs shall be responsible for:

- Configuring case types, work classes, and related module components.

- Setting up system configurations (e.g., holidays, zones, hold types, hearing types, etc.).
- Creating dynamic custom fields for reports.
- Configuring users, user roles, workflows, and templates.
- Customizing and administering Civic Access.
- Configuring automation events and intelligent queries.
- Completing all other configuration tasks desired by the Client.

Environmental Health Mobile: Tyler will integrate Environmental Health mobile applications with EPL and support required testing. These applications enable field personnel to collect inspection and health data remotely.

Conversion, Reports, and Integrations

Conversion Notes

Full Conversion: The Client will provide Tyler with up to [1] legacy data sources DHD containing data related to Permitting, Planning, Inspection, and Code Enforcement from the legacy system. The Client is responsible for extracting the data from their legacy system(s) and delivering it to Tyler in an acceptable format. Tyler will not manipulate or correct the legacy data on behalf of the Client; the Client must resolve any data quality issues before submission. Tyler will populate the Data Conversion Template database (DCT-DB) with the legacy data for conversion into EPL. Tyler will use the completed DCT-DB to produce a mapping document to enable the Client to correlate legacy data fields with EPL fields. The Client is responsible for all data mapping decisions and document completion. The DCT-DB and mapping document provided by the client will translate the legacy data into the EPL software, constituting a “conversion pass.”

This implementation includes four (4) conversion passes:

- Two (2) evaluation passes
- One (1) simulated go-live pass
- One (1) final go-live pass

Fixed-fee conversions will be invoiced as follows:

- Fifty percent (50%) upon initial delivery of converted data per module.
- Fifty percent (50%) upon Client acceptance of live/production load per module.

Custom Reports and Forms

- Custom reports, forms, and letters—developed from Client specifications—are not included in this implementation unless expressly stated in the Agreement.
- Custom reports return data from multiple records based on criteria; custom forms/letters return data from a single record (e.g., permit or code case).
-

Integration Notes

Enterprise Permitting & Licensing (EPL) API Implementation: Tyler shall deliver the EPL API and provide guidance to the Client's development team. Tyler does not perform custom development for API or SDK integrations. The Client or its designated third-party integrator shall be responsible for all development activities.

No additional integrations are included in this scope of work.

Training Notes

Included Training Sessions

The following training engagements are included in the implementation scope:

- Solutions Orientation Training: Introduces Client participants to the software, including terminology, basic functionality, and core features to prepare for the Assess & Define phase.
- Configuration Training (optional): Provides detailed instruction on system configuration, best practices, and shared services setup for EPL.
- Solution Validation: Guides Client personnel in testing configured environments, reviewing end-user functionality, and validating configuration accuracy.
- End User Training: Conducted prior to go-live, this training ensures staff understand module functionality and user interface operations. Client SMEs must be present to address process-specific questions.



Exhibit 3

Hosting Services

Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.

SECTION A – DEFINITIONS

- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Amendment Investment Summary. If the Amendment Investment Summary contains Enterprise Permitting & Licensing labeled software, Defined Users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Amendment Investment Summary.
- **“Hosting Fees”** means the fees for the SaaS Services identified in the Amendment Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Amendment Investment Summary.

SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject

to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.

2. **Hosting Fees.** You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in the Amendment attached hereto. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.
 - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **SaaS Services.**
 - 5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our

disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

- 5.4. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.5. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.6. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.7. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.8. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.9. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES

1. Term. The term for Tyler SaaS Services is equal to the number of years indicated for SaaS Services in

the Amendment Investment Summary, commencing on the first day of the first month following the Amendment Effective Date, unless earlier terminated as set forth in the Agreement. If no duration is indicated in the Amendment Investment Summary, the initial term is one (1) year. Upon expiration of the initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.



Exhibit 3
Schedule 1
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined



in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably

low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Columbia, MO Amend 052829

Final Audit Report

2026-06-02

Created:	2026-06-01
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbJtkCJwo3yEFxIYIVsz0nEd5XsClnzon

"Columbia, MO Amend 052829" History



Document created by Stacey Gerard (stacey.gerard@tylertech.com)

2026-06-01 - 6:20:00 PM GMT- IP address: 163.116.144.98



Document emailed to Erik Graney (erik.graney@tylertech.com) for signature

2026-06-01 - 6:21:03 PM GMT



Email viewed by Erik Graney (erik.graney@tylertech.com)

2026-06-02 - 12:43:55 PM GMT- IP address: 163.116.249.42



Document e-signed by Erik Graney (erik.graney@tylertech.com)

Signature Date: 2026-06-02 - 12:45:10 PM GMT - Time Source: server- IP address: 163.116.249.42 - Signature Appearance Selected: IMAGE



Agreement completed.

2026-06-02 - 12:45:10 PM GMT