

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

This 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, and 2021; 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 benefit to be derived by the parties, it is agreed to amend the Agreement as previously amended, as follows:

1. Removal of Munis General Ledger API Toolkit and Addition of Accounts Receivable API Toolkit.
 - a. The "Munis General Ledger API Toolkit" Tyler Software is hereby removed from the Agreement as of the Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.
 - b. The "Accounts Receivable API Toolkit" software set forth in the Investment Summary attached hereto as Exhibit 1(a) is hereby added to the Agreement as of the Amendment Effective Date. The license fee of \$11,828.00 for the Accounts Receivable API Toolkit is hereby discounted by the same amount due to the removal of the Munis General Ledger API Toolkit.
 - c. The year one annual maintenance fees in the amount of \$2,602.00 are hereby waived through the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.

- d. Development Consulting Hours. Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours.
2. Decision Engine (Software as a Service).
- a. The Decision Engine SaaS Services set forth in the Investment Summary attached hereto as Exhibit 1(b) shall be added to the Agreement as of the Amendment Effective Date for an annual site license fee of \$15,000 with an unlimited number of Defined Users.
 - b. To implement Decision Engine, the parties agree that Tyler shall provide up to 24 hours/units of remote professional implementation services and up to 4 hours/units of project management services at a rate of \$200/hour for a total of \$5,600.00.
 - c. Fees for annual services are due annually, in advance, commencing on the availability of the service. Client's annual fees for the initial term are set forth herein. Upon expiration of the initial term, Client's annual fees will be at Tyler's then-current rates.
 - d. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - e. Tyler shall host the Decision Engine software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit 2 to this Amendment, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit 2. 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. Assets Mobile; Inventory Mobile.
- a. The "Assets Mobile" and "Inventory Mobile" software set forth in the Investment Summary attached hereto as Exhibit 1(c) is hereby added to the Agreement as of the Amendment Effective Date. The license fee of \$6,421.00 is due on the Amendment Effective Date.
 - b. The year one annual maintenance fees in the amount of \$3,918.00 are hereby waived through the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.
 - c. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
4. Original Agreement. Except as otherwise modified, amended, or supplemented by this Amendment and any prior amendments, all other terms of the 2013 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the 2013 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager *MS*
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 67401840-504801 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial costs associated with this purchase.

By: _____
Matthew Lue, Finance Director

TYLER TECHNOLOGIES, INC.

By: *RLK*
Name and Title: Robert Kennedy-Jensen,
5/15/2023 Group General Counsel
Date

ATTEST:

By: *Julia E. Fusari*

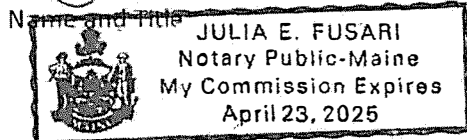




Exhibit 1(a)
Amendment Investment Summary

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: Susan Sturgis
Quote Expiration: 11/20/22
Quote Name: City of Columbia - ERP - AR API
Quote Description: Swap AR for GL API

Sales Quotation For:

Cory Fischer
City of Columbia
701 E Broadway
Columbia MO 65201-4472
Phone: +1 (874) 573-7600

Tyler Software and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Integrations					
Accounts Receivable API Toolkit	1	\$ 11,828.00	0	\$ 0.00	\$ 2,602.00
		<i>Sub-Total</i>		<i>\$ 11,828.00</i>	<i>\$ 2,602.00</i>
		<i>Less Discount</i>		<i>\$ 11,828.00</i>	<i>\$ 2,602.00</i>
		TOTAL	0	\$ 0.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

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: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Software Discount Detail (Excludes Optional Products)

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Integrations						
Accounts Receivable API Toolkit	\$ 11,828.00	\$ 11,828.00	\$ 0.00	\$ 2,602.00	\$ 2,602.00	\$ 0.00
TOTAL	\$ 11,828.00	\$ 11,828.00	\$ 0.00	\$ 2,602.00	\$ 2,602.00	\$ 0.00



Exhibit 1(b)
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:

Michael Kalush
4/9/23
EPL Decision Engine

Sales Quotation For:

City of Columbia
701 E Broadway
Columbia MO 65201-4472
Phone: +1 (874) 573-7600

Tyler Annual Software

Description	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions Decision Engine	\$ 1,250	1	\$ 15,000
TOTAL:			\$ 15,000

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	24	\$ 200	\$ 4,800	\$ 0
Project Management Services - Remote	4	\$ 200	\$ 800	\$ 0
TOTAL:			\$ 5,600	\$ 0

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Summary	One Time Fees	Recurring Fees
Total Annual Software	\$ 0	\$ 15,000
Total Services	\$ 5,600	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 5,600	\$ 15,000
Contract Total	\$ 20,600	

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.

Comments

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

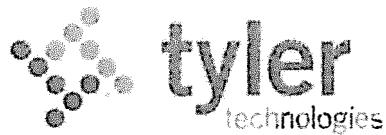
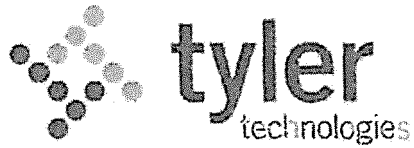


Exhibit 1(c)
Amendment Investment Summary

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:

Susan Sturgis
 05/30/23
 City of Columbia - ERP - Asset
 Mobile

Sales Quotation For:

City of Columbia
 701 E Broadway
 Columbia MO 65201-4472
 Phone: +1 (874) 573-7600

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Assets Mobile	1	\$ 9,795.00	0	\$ 3,252.00	\$ 1,959.00
Inventory Mobile	1	\$ 9,795.00	0	\$ 3,169.00	\$ 1,959.00
<i>Sub-Total</i>		\$ 19,590.00		\$ 6,421.00	\$ 3,918.00
<i>Less Discount</i>		\$ 13,169.00			\$ 3,918.00
TOTAL		\$ 6,421.00	0	\$ 6,421.00	\$ 0.00

Summary

2022-374034-G8T9B1

One Time Fees

CONFIDENTIAL

Recurring Fees

Total Tyler License Fees	\$ 6,421.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,421.00	\$ 0.00
Contract Total	\$ 6,421.00	

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: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financial Management						
Assets Mobile	\$ 9,795.00	\$ 6,543.00	\$ 3,252.00	\$ 1,959.00	\$ 1,959.00	\$ 0.00
Inventory Mobile	\$ 9,795.00	\$ 6,626.00	\$ 3,169.00	\$ 1,959.00	\$ 1,959.00	\$ 0.00
TOTAL	\$ 19,590.00	\$ 13,169.00	\$ 6,421.00	\$ 3,918.00	\$ 3,918.00	\$ 0.00

Comments

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) deliver 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.
 - 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 services fees specifically for migrations: Tyler will invoice Client 50% of any Migration 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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Asset Mobile replaces Quatred Asset Interface in annual maintenance
Inventory Mobile replaced Quatred Inventory Interface in annual maintenance



Exhibit 2

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.

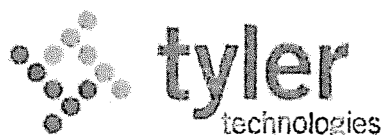


Exhibit 2
Schedule 1
SERVICE LEVEL AGREEMENT

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. 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 quarter, 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: (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 quarter 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.

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 quarter.

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 quarter. 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.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

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.