

## AMENDMENT

This amendment ("Amendment") is effective as of the date of last signature below ("Amendment Effective Date") and is entered into by and between Tyler Technologies, Inc. ("Tyler") and Collin County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a license and services agreement dated January 10, 2012, as amended ("Agreement"); and

WHEREAS, Tyler and Client amended the Agreement on October 23, 2017 to add Odyssey Supervision software and related professional services; and

WHEREAS, Tyler and Client further amended the Agreement on September 24, 2019 ("September 2019 Amendment") to remove the Odyssey Supervision software and add Tyler Supervision Software for Adult Probation and related SaaS and professional services; and

WHEREAS, Tyler and Client further amended the Agreement on July 14, 2020 ("July 14, 2020 Amendment") to add Tyler Supervision software for Juvenile Probation and related SaaS and professional services; and

WHEREAS, Tyler and Client further amended the Agreement on June 7, 2022 to add various custom development services relating to the Juvenile Probation project; and

WHEREAS, Tyler and Client desire to further amend the Agreement remove the Tyler Supervision software for Juvenile and related SaaS Services added via the July 14, 2020 Amendment.

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

- 1. Upon the Amendment Effective Date, the Tyler Supervision software for Juvenile Probation and related SaaS Services shall be removed from the Agreement. Client will no longer have access to such software, no duty to pay any additional fees associated with the Juvenile Probation project, and the project will be suspended indefinitely.
- 2. In recognition of the breadth of cross-divisional Tyler products and services Client and Tyler currently have under contract, Tyler will provide Client with a loyalty discount to be applied towards future Maintenance and Support Fees as specified below:

- a. Contingent upon Client's annual renewal of Maintenance and Support Services associated with Tyler's Enterprise Justice software licensed under the Agreement for the annual periods shown below, Tyler will provide Client with a loyalty discount in the amount of \$586,678.35 to be applied towards future Maintenance and Support Fees as follows:
  - i. October 1, 2023 through September 30, 2024: Discount of \$195,559.45
  - ii. October 1, 2024 through September 30, 2025: Discount of \$195,559.45
  - iii. October 1, 2025 through September 30, 2026: Discount of \$195,559.45
- 3. Upon each annual renewal set forth above, the applicable invoice shall be adjusted down in the amount of the discount set forth above. For clarity, the above discounts are entirely contingent on the Client's renewal of the Maintenance and Support Services for Enterprise Justice through September 30, 2026, and any discounts not earned through the specified renewal process outlined above shall expire and no further discount or obligation will be due or honored. For additional clarity, in the event Client and Tyler enter into a SaaS contract prior to September 30, 2026, any remaining discounts will be applied to such SaaS contract.
- 4. Except as modified herein, all terms under the Agreement shall remain unchanged.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	Collin County, TX
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date: