



## AMENDMENT

This amendment ("Amendment") is effective as of the last signature below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Collin County, with offices at 2300 Bloomdale Street, Suite 3198, McKinney, Texas 75071 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated January 1, 2012 ("Agreement"); and

WHEREAS, Tyler and the Client amended the Agreement April 20, 2020 to add Tyler Jury Manager Software (April 2020 Amendment);

WHEREAS, Tyler and Client desire to additionally 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 Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. The term will commence upon the earlier of the mailing of the first summons or six months from Amendment Effective Date and continue for a period of three years. ("Initial Transaction Term"). Payment of fees and costs for such items shall conform to the following terms:

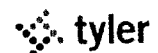
**Transaction-based Fees.** The first year's annual transaction-based fees, as described in Exhibit 1, shall be invoiced on the first anniversary of the Amendment Effective Date. On the earlier of May 1, 2022 or one year from Go-Live, Year 2 annual transaction-based fees will be invoiced at a rate of 50 cents per summons, based on the actual Year 1 summons count. Subsequent annual transaction-based fees, at then-current rates, will be invoiced on the Year 2 invoice anniversary. Following the Initial Transaction Term, the term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement.

Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. Exhibit C, Statement of Work, shall be amended to include the following:

### **SummonsDirect**

- The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of **225,000** documents per year, the "Annual Estimate".
- Twelve months following the date the first summons is printed, if the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual



Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described in the Investment Summary. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.

- In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.
  - If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
  - The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
  4. 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.

Collin County

By: Sherry Clark

DocuSigned by:  
By: Michalyn Rains  
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Name: Sherry Clark

Name: Michalyn Rains

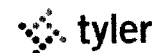
Title: Sr. Corporate Attorney

Title: Purchasing Agent

Date: July 21, 2020

Date: 8/6/2020

Court Order No. 2020-695-08-03





### Exhibit 1 Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Transaction based Services	
Tyler SummonsDirect (225,000/ \$0.40 per summons) *	\$90,000
<b>Total Transaction Services</b>	<b>\$90,000</b>
<i>*Please see Section 2 "Project Terms" of the Statement of Work postage not included</i>	