

AMENDMENT

This amendment ("Amendment") is made this 23rd day of October 2017 by and between Tyler Technologies, Inc. ("Tyler") and Collin County, Texas ("End User").

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

WHEREAS, Tyler and End User desire to amend the Agreement to add additional Licensed Software and related Professional Services and Maintenance and Support detailed on the attached Amendment Schedule 1.

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

1. The Licensed Software, Professional Services and Maintenance and Support detailed on the attached Amendment Schedule 1 are hereby added to the Agreement.
2. Tyler shall invoice End User for the License Fees shown on Amendment Schedule 1 upon the date Tyler makes the Licensed Software available to download ("Available Download Date").
3. Tyler shall invoice End User for the Professional Services detailed on Amendment Schedule 1 on a fixed fee basis, and in accordance with the milestones set forth in the chart below. Payment shall be due 30 days following the receipt of an invoice and in accordance with Texas Government Code, Section 2251.

Business Analyst Site Visit	10%	\$73,521.40
Delivery and Installation of Software	10%	\$73,521.40
Delivery and installation of Training Database	40%	\$294,085.60
Commencement of Training	30%	\$220,564.20
Commencement of Operational Use	10%	\$73,521.40
Services Total		\$735,214.00

4. The parties agree that End User shall first commence Operational Use of the Licensed Software at a time mutually agreed to by the parties.
5. Upon execution of this Amendment, the Licensed Software added herein shall become subject to the current Maintenance and Support Services Agreement. Tyler shall invoice End User a prorated amount of the Maintenance and Support Fees detailed on Amendment Schedule 1 for the period commencing on the date this Amendment is executed through the end of End User's current maintenance term. Thereafter, End User shall pay Maintenance and Support Fees for all Licensed Software annually in advance on every anniversary thereof, in accordance with the terms of the End User's current Maintenance and Support Services Agreement.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signature page follows]

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

Tyler Technologies, Inc.


By: 

Name: BRUCE GRAHAM

Title: PRESIDENT, C&I

Date: 9/26/2017

Collin County, Texas

By: 

Name: Michalyn Rains, CPPO, CPPB

Title: Purchasing Agent

Date: 10/26/17

Court Order No. 2017-869-10-23

Amendment Schedule 1

SOFTWARE PRODUCTS		LICENSE FEE	
Odyssey Supervision		\$172,000	
LICENSE FEE PAYMENT TERMS		TOTAL LICENSE FEE	
100% upon Available Download Date		\$172,000	
PROFESSIONAL SERVICES	HOURS	RATE/HR.	FIXED FEE AMOUNT
Project Management	832.00	170.00	\$141,440
Data Conversion	950.00	155.00	\$147,250
Deployment	40.00	155.00	\$6,200
Business Process Review	24.00	155.00	\$3,720
Setup, Configuration & Consulting	608.00	155.00	\$94,240
Training	212.80	145.00	\$30,856
Go-Live Assistance	120.00	145.00	\$17,400
Follow-Up Training	16.00	145.00	\$2,320
Collin County – Funded Custom Development	1882.00	155.00	\$291,788
TOTAL SERVICES			\$735,214

ANNUAL M&S INCREASE
\$36,120
ANNUAL M&S INCREASE
\$36,120
MAINT. EFFECTIVE DATE
Upon Amendment Execution

TOTAL LIC & SERVICES
\$907,214