



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Collin County, TX ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated January 1, 2012 ("Agreement"), as amended, including on April 20, 2020 ("2020 Amendment"), pursuant to which Client acquired a license to Tyler's legacy Tyler Jury Manager Software; and

WHEREAS, Tyler and Client now desire to amend the terms of the Agreement to migrate Client to Tyler's new Enterprise Jury Manager solution in accordance with Tyler's evergreen philosophy, as provided herein.

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

1. Migration to Enterprise Jury Manager. The items set forth in the investment summary attached as Exhibit 1 to this Amendment (collectively, "Enterprise Jury Manager") are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date, for an initial term commencing on such date and continuing for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, Enterprise Jury Manager will renew automatically for additional one (1) year renewal terms (each a "Renewal Term") at Tyler's then-current rates unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. Termination of Legacy Tyler Jury Manager. When Tyler makes the Enterprise Jury Manager software available to the Client for use in live production, Client's license and access to the legacy Tyler Jury Manager software and all associated services shall terminate and be removed from the Agreement. For the avoidance of doubt, the software as a service ("SaaS") terms and conditions, Service Level Agreement, and Support Call Process set forth in the 2020 Amendment (collectively, the "SaaS Terms") shall continue to apply to the Enterprise Jury Manager SaaS software added pursuant to this Amendment, and any references to "Tyler Jury Manager" therein shall be deemed to refer to "Enterprise Jury Manager." Should there be any conflict between the SaaS Terms and the terms of this Amendment, the terms of this Amendment shall control. For the further avoidance of doubt, Exhibits A and C to the 2020 Amendment are hereby terminated and shall not apply to Enterprise Jury Manager.
3. Statement of Work. Tyler shall implement Enterprise Jury Manager in accordance with the Statement of Work attached to this Amendment as Exhibit 2.
4. SaaS Fees. Enterprise Jury Manager SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term. Annual SaaS Fees for the Initial Term are set forth in Exhibit

1. Annual SaaS Fees during any Renewal Term will be at Tyler’s then-current rates. Beginning on the commencement of the Initial Term, no further SaaS fees shall be due for legacy Tyler Jury Manager.
  
5. Credit for Prepaid SaaS Fees. Client will receive a credit for any prepaid Tyler Jury Manager SaaS fees under the Agreement for the time period commencing on the first day of the Initial Term for Enterprise Jury Manager.
  
6. Professional Services Fees. The professional services set forth in Exhibit 1, along with applicable expenses, shall be invoiced as provided and/or incurred.
  
7. Transaction-Based Services Fees. Fees for Enterprise Jury Summons, at the rate set forth in Exhibit 1, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in Exhibit 1. Year 1 Jury Summons fees shall be at the rate set forth in Exhibit 1, and subsequent Jury Summons fees shall be at Tyler’s then-current rates for the estimated annual amount. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler’s then-current rates for the actual annual volume, effective for the next annual term. In the event that Tyler’s costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days’ advance written notice.
  
8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. 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, TX

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit 1 Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment 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.

| Software Payments  |   |                  |                  |
|--|---|------------------|------------------|
| Annual SaaS Fee Payments   | Year 1                                  | Year 2           | Year 3           |
| Annual SaaS Fee Payments   | \$157,063                               | \$164,916        | \$173,162        |
| Early Adapter Discount   | -\$26,681                               | -\$22,853        | -\$14,996        |
| <b>Total Annual SaaS Fee Payments</b>  | <b>\$130,382</b>                        | <b>\$142,063</b> | <b>\$158,166</b> |
| Annual Transaction Based Services Costs  | Year 1                                  | Year 2           | Year 3           |
| Enterprise Jury Summons -Transaction Based Services  | \$0.53                                  | \$0.56           | \$0.59           |
| <b>Total Annual Transaction Based Services Cost Payments</b>   | <b>\$0.53</b>                           | <b>\$0.56</b>    | <b>\$0.59</b>    |
| Software   |   |                  |                  |
| Enterprise Jury Software (SaaS)  | Annual SaaS Fee                         |                  |                  |
| Enterprise Jury Manager Suite  | \$157,063                               |                  |                  |
| Enterprise Jury Manager  | Included                                |                  |                  |
| Enterprise Juror Access  | Included                                |                  |                  |
| Enterprise Jury Voice  | Included                                |                  |                  |
| Enterprise Jury Text Messaging (300,000 SMS/year) *  | Included                                |                  |                  |
| Annual Source List Update - (1 Per Year) **  | Included                                |                  |                  |
|  | Sub-Total Annual SaaS Fee (Year 1)      | \$157,063        |                  |
|  | Early Adapter Discount                  | -\$26,681        |                  |
|  | <b>Total Annual SaaS Fee (Year 1)</b>   | <b>\$130,382</b> |                  |
| Transaction Based-Services   | Cost                                    |                  |                  |
| Enterprise Jury Summons (estimated 199,000 summonses)(excludes postage)***   | \$0.53                                  |                  |                  |
| Implementation Service   |   |                  |                  |
| Professional Services (Fixed Cost)   | Cost                                    |                  |                  |
| Project Management   | \$11,700                                |                  |                  |
| Source List/Data Conversion  | \$3,700                                 |                  |                  |
| Deployment   | \$3,700                                 |                  |                  |
| Customization  | \$2,100                                 |                  |                  |
| Setup, Configuration & Consulting  | \$1,850                                 |                  |                  |
| Training / Go-Live Assistance  | \$5,735                                 |                  |                  |
|  | Discount                                | -\$28,785        |                  |
|  | <b>Total Professional Services Cost</b> | <b>\$0</b>       |                  |
| Travel Expenses  |   |                  |                  |
| Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.   |   |                  |                  |
| NOTES:   |   |                  |                  |
| * If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears. 1 text message = 1 Twilio segment. |   |                  |                  |
| ** One Source List Update included with the Annual SaaS Fees. Additional Source List Updates will be billed \$4,000 upon delivery of each instance of services performed.                |   |                  |                  |
| *** Enterprise Jury Summons pricing is based on an estimated 199,000 summonses annually. Excludes Postage.   |   |                  |                  |



**Exhibit 2**  
**Statement of Work for**  
**Implementation of Enterprise Jury Manager,**  
**Browser-based Jury Management System**  
**SaaS Implementation**  
**In Collin County, TX**

Tyler Technologies will implement Enterprise Jury Manager in **Collin County, TX** under the following terms.

## Project Terms

Tyler will...

1. Provide a subscription to use the following Products:
  - **Enterprise Jury Manager;** web-based jury management system;
  - **Enterprise Juror Access;** interactive web response system;
  - **Enterprise Jury Voice;** interactive voice response system;
  
2. Provide the following Recurring Services:
  - **Enterprise Jury Hosting;** hosting services for ALL products and services listed in this SOW;
  - **Source List Update** whereby TYLER will merge/purge the existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed. (Additional SLU's can be performed at an additional cost per customer's local requirements)
  - **Enterprise Jury Summons;** data cleansing and summons production/ mailing service.
    - The per summons fee for Enterprise Jury Summons is based on the Customer's estimated annual summons or questionnaire production of **199,000** documents per year. Should the number of documents actually produced with Enterprise Jury Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. Notwithstanding the foregoing, billing for Enterprise Jury Summons shall be monthly in arrears for the number of documents produced in the prior month at the per summons rate for the then-current annual term.
    - The Enterprise Jury Summons price has been calculated based on the current prices for materials as of the execution of this Amendment. Tyler agrees to use its best efforts to



obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, Tyler shall adjust the contract price accordingly by providing sixty (60) days' advance written notice to Customer.

3. Provide the following Professional Services:

- Provide project management services to coordinate all aspects of the project;
- Provide a jury management consulting resource to conduct Business Requirements Review with the Client's appointed user committee to gather configuration and reporting information;
- After the Business Requirements Review, TYLER will provide the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer.
- Provide a jury management installation resource for the installation of Enterprise Jury Manager in a training and a production environment;
- Provide a 2-hour, online System Administrator training session;
- Provide 16 hours of user training session to the Customer's staff;
- Provide training and support materials including an Administration Guide and an electronic Quick Reference Guide;
- Provide a jury management "go-live" support resource (8 hours) during the first day that jurors report under the new system;
- Customer Support Services will transition upon completion of go-live;

4. Provide the following Hosting Services:

- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
- Install and maintain a test and production environment of Enterprise Jury Manager;
- configure the DNS for use of hosted Enterprise Jury Manager;
- install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
- install, configure, maintain, and support the database used by Enterprise Jury Manager;
- perform automated Server Patching via Microsoft Automatic Update;
- provide installed anti-virus, anti-spam software, and port monitoring as part of the server environment as well as a secured, managed firewall;
- guarantee the data will remain in the United States during transit and rest;
- provide daily backups of the Enterprise Jury Manager environment

5. Migrate data from the existing Tyler Jury Manager into the new Enterprise Jury Manager
  - The following data will be migrated:
    - i. Candidate data for those that meet one or more of the following criteria:
      1. On Active pools
      2. Within the exemption period
      3. Permanently Disqualified
      4. Not a duplicate
    - ii. Jury Manager, Juror Access, and Jury Voice Settings
    - iii. Questionnaires
    - iv. Seat Charts
    - v. Reports (actively used)
  - The following data will not be migrated:
    - i. Candidate History
    - ii. App History
    - iii. Canned Messages
    - iv. Unused Reports
    - v. Any other data not listed in the data to be migrated (insert reference here)
  - For imported candidates, we will create candidate history to indicate which disqualifications or summons dates were migrated over
6. Engage with the customer in beta testing the new EJM solution. The following services will be provided during the EAP testing period:
  - An opportunity to regularly meet with the product team to provide direct feedback via video calls. The frequency/duration of calls would vary depending on the customer and Tyler's needs, but we will target a minimum of one session per week.
  - A regular release cycle of new software builds to allow quick iteration on feedback. The frequency of releases would depend on the product cycle, with a target of once per week.

An opportunity to provide input/feedback on enhancements to the current feature set. All feedback will be taken under advisement by the Tyler Team, and the Tyler team will determine when/if to implement received feedback;

**In consideration of the above, the Customer agrees to:**

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user committee that will participate in the Business Requirements Review. They will assist Tyler and the project leader in gathering configuration and reporting information.

- Arrange for one or more users to test and provide feedback on the new EJM during the beta testing period. Users must be able to spend at least 5 hours per week on beta-testing activities and meet at least once per week with Tyler on video calls to provide feedback.
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Provide a single point of contact as Tier 1 support for any software support issues or questions;
- Provide assistance to the Customer's IT personnel to assist with issues related to any hardware, software, or connectivity on the customer's premises;
- Provide all-hardware and software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
  - Google Maps API key
- The jury management system will rely on access to the Customer's SMTP server for the purpose of sending outbound emails. The Customer agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP hostname or IP address, assigned username and password, port number, and any required firewall exception(s) to facilitate access.
- Provide and purchase any required SSL certificates.
- Use the solution on equipment that meets the following minimum specifications:
  - Jury Manager (Desktop):
    - Resolution: 1440x900 (1920\*1080 recommended)
    - RAM: 8GB
    - CPU: Quad-Core
    - Browser: The latest version of Microsoft Edge (Chrome-Based), Google Chrome, Firefox, or Safari
    - OS: Windows 10+, MacOS 11+
  - Jury Manager (Tablet)
    - Resolution: 1080x820
    - RAM: 3GB
    - CPU: Quad-Core
    - Browser: The latest version of Safari or Chrome
    - OS: iPad OS 15+, Android 11+, Windows 10+
  - Juror Access
    - Any modern web browser (IE11 not supported)

Completion of the Early Adopter Phase is defined as below:

- Severity Level 1 and Severity Level 2 reported issues have been resolved or the Customer and Tyler have mutually agreed to a plan to resolve the issues.
- Customer can successfully complete the following functions:
  - Create a pool of prospective jurors.
  - Qualify and process candidate requests
  - Record attendance of prospective jurors
  - Calendar cases
  - Create panel of prospective jurors (random selection or pre-create)
  - Empanel Juries
  - Attend seated jurors
  - Disburse payments to prospective jurors
  - Messaging (SMS, emails are successfully being sent)