

Tyler Technologies, Inc.

AMENDMENT VII TO AGREEMENT FOR SERVICES #529-S1311

THIS AMENDMENT VII to that Agreement for Services #529-S1311 ("Agreement") made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Client"), and Tyler Technologies, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5101 Tennyson Parkway, Plano, Texas 75024 and whose local address 1601 I Street, Suite 400, Modesto, California 95354 (hereinafter referred to as "Tyler");

RECITALS

WHEREAS, Tyler has been engaged by Client for Tyler license software products and provide implementation services for an enterprise resource planning system, for the Client's Information Technologies Department pursuant to Agreement for Services #529-S1311, dated March 26, 2013;

WHEREAS, the Agreement was amended to modify terms, include additional modifications for system implementation, and increase the total amount by \$791,700 as set forth in Amendment I dated July 6, 2016;

WHEREAS, the Agreement was further amended to include Adobe End User License Agreement as set forth in Amendment II dated January 3, 2017;

WHEREAS, the Agreement was further amended to increase the total amount by \$10,000 for as needed modifications and interfaces, amending Section E – General Terms and Conditions, subsection 30(a) and adding a new subsection 30(r) as set forth in Amendment III dated August 29, 2017;

WHEREAS, the Agreement was further amended to increase the total amount by an additional \$90,000 for as needed modifications and interfaces, amending Section E – General Terms, subsections (30)(a) and (30)(r) as set forth in Amendment IV dated December 19, 2017;

WHEREAS, the Agreement was further amended to remove unused conversion services related to payroll and replace with conversion services related to contracts with no increase to the total amount as set forth in Amendment V dated April 26, 2018;

WHEREAS, the Agreement was further amended to remove certain Tyler business software license and services and replace with additional implementation services with no increase to the total amount as set forth in Amendment VI dated January 14, 2020,

WHEREAS, the parties hereto desire to amend the Agreement to update **Section E – General Terms and Conditions, Subsection 20, Independent Contractor and**

Subsection 42, Contract Administrator; and to add new **Subsection 43, Electronic Signatures;**

WHEREAS, the parties hereto desire to amend the Agreement to add **Exhibit 13,** for additional environments with initial maintenance cost of \$20,001;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Client and Tyler mutually agree to amend the terms of the Agreement in this Amendment VII to Agreement for Services #529-S1311 on the following terms and conditions:

I. Section B-Professional Services Agreement, Subsection 1, Services, is amended to add a new third paragraph to read as follows:

1. Services.

Tyler shall provide the System Management Services Contract-Extra Environment described in the Tyler Annual and Related Services, attached hereto as Exhibit 13, marked "Tyler Annual and Related Services," incorporated herein and made by reference a part hereof.

II. Section B- Professional Services Agreement, Subsection 2, Professional Services Fees, is amended to replace subparagraph (f) in its entirety to read as follows:

2. Professional Services Fees.

f. Client agrees to pay Tyler the professional services fees not to exceed amounts set forth in the Investment Summary (Exhibit 1), the Modifications and Interfaces Summary (Exhibit 11), the Modifications and Interfaces Cost Summary (Exhibit 12), and the Tyler Annual and Related Services attached hereto as Exhibit 13 and incorporated herein by reference. Notwithstanding any provisions to the contrary in this Agreement, professional services including, but not limited to, Training Days, Consulting Days, and Conversions, will be invoiced upon Client sign-off and acceptance of the applicable deliverables and milestones in accordance with the Project Plan and/or Statement of Work. The amounts are payable in accordance with the provisions of Section E (30) Payment term. Tyler will perform a reconciliation of Tyler's daily-based professional services actually delivered through Phase Closure of the final project phase, as defined in the Statement of Work.

III. Section E – General Terms and Conditions, Subsection 20, Independent Contractor; Subsection 30(a), Payment Terms; Subsection 36, Contract Documents; and Subsection 42, Contract Administrator; are hereby fully replaced in their entirety to read as follows:

20. Independent Contractor. The parties intend that an independent contractor relationship will be created by this contract. Tyler is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which

it performs services required by the terms of this Agreement. Tyler exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Tyler. Those persons will be entirely and exclusively under the direction, supervision, and control of Tyler.

Client may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but

Client will not control or direct the manner, means, methods, or sequence in which Tyler performs the work or services for accomplishing the results. Tyler understands and agrees that Tyler lacks the authority to bind Client or incur any obligations on behalf of Client.

Tyler, including any subcontractor or employees of Tyler, shall not receive, nor be eligible for, any benefits Client provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Tyler shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. Client is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Tyler. Tyler shall not be subject to the work schedules or vacation periods that apply to Client employees.

Tyler shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Tyler provides for its employees.

Tyler acknowledges that it has no authority to bind the Client or incur any obligations on behalf of the Client with regard to any matter, and shall not make any agreements or representations on the Client's behalf.

36. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 - Investment Summary
- Exhibit 2 - Verification Test
- Exhibit 3 - Support Call Process
- Exhibit 4 - Business Travel Policy
- Exhibit 5 - Adobe End User License Agreement
- Exhibit 5-1 BMI End User License Agreement-CollectIT
- Exhibit 5-2 BMI End User License Agreement-AssetTrack
- Exhibit 6 - Tyler Business Process Consulting Deliverables
- Exhibit 7 - Tyler Business Process Consulting-Change Management Deliverables

- Exhibit 8 - Tyler's Proposal dated May 22, 2012 ("Proposal") submitted in response to Client's RFP
- Exhibit 9 - Client's Request for Proposal #12-918-049 ("RFP")
- Exhibit 10 - Statement of Work
- Exhibit 11 - Modifications and Interfaces
- Exhibit 12 - Modifications and Interfaces Cost Summary
- Exhibit 13 - Tyler Annual and Related Services

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- Sections A-E and Exhibits 1-7, 10-13
- Exhibit 8
- Exhibit 9

- 42. Contract Administrator.** The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

IV. Section E – General Terms and Conditions is hereby amended to add Subsection 43, Electronic Signatures; to read as follows:

- 43. Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #529-S1311 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment VII to Agreement for Services #529-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"Client"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- TYLER TECHNOLOGIES, INC. --

By: *Robert Kennedy-Jensen* Dated: 09/01/2022
Robert Kennedy-Jensen (Sep 1, 2022 13:18 EDT)

Robert Kennedy-Jensen
Group General Counsel
"Tyler"

Tyler Technologies, Inc.

Exhibit 13

Tyler Annual and Related Services

Description	QTY	Imp. Hours	Annual Fee
Subscription fees	3	0	\$30,000
System Management Services Contract-Extra Environment			
Sub-Total:			\$30,000
Less Discount:			\$9,999
Total:		0	\$20,001

Client agrees that items listed above are 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, Software as a Service (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 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 listed above 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.