



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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Burnet County, Texas, with offices at 220 S Pierce Street, Burnet, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 12, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to 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 Tyler sales quotation attached as Exhibit A to the Agreement is hereby replaced in its entirety with the Tyler sales quotation attached hereto as Exhibit 1.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. 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.

Burnet County, TX

By: Gus Tenhundfeld

By: James H. Blevy

Name: Gus Tenhundfeld

Name: James H. Blevy

Title: Inside Sales Manager

Title: County Judge

Date: 09/14/2024

Date: 8/27/2024



Exhibit 1
Amendment Investment Summary

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Quoted By:
Quote Expiration:
Quote Name:

Jon Phillips
7/28/23
Burnet County SaaS no Fraud
Guard

Sales Quotation For:

Burnet County
220 S Pierce St
Burnet, TX 78611-2200
Phone: +1 (512) 715-5252

Tyler Software

Tyler Software		
Description	# of Years	Annual Fee
Records Management		
Software		
Recorder Base		
Full Seat License [8]		
eRecording		
Records Public Access		
Ecommerce		
EMarriage		
Intelligent Redaction		
TOTAL	5	\$ 55,353

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Intelligent Redaction		
Total Hours	324	
TOTAL	\$ 60,450	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 55,353
Total Tyler Services	\$ 60,450	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 60,450	\$ 55,353
Contract Total	\$ 115,803	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, 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, 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.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o 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.
 - o 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.
 - o 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.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o 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.

- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Burnett County, TX Amendment PE 082724

Final Audit Report

2024-09-14

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