

AMENDMENT NO. 6
TO
(SOFTWARE AS A SERVICE AGREEMENT BETWEEN THE CITY OF GLENDALE, AZ
AND TYLER TECHNOLOGIES, INC., Contract No. C17-0488)

This Amendment No. 6 ("Amendment") to the Software as a Service Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Tyler Technologies, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Tyler Technologies, Inc. ("Contractor") previously entered into a MUNIS - Software as a Service Agreement, Contract No. C17-0488, dated June 18, 2017 ("Agreement"); and
- B. On September 6, 2018, City and Contractor consented to Amendment No. 1 to the Agreement which changed the Scope of Work by removing the Tyler Risk management Software as a Service license from the obligations being provided by Contractor. The City's financial obligations were accordingly reduced by \$29,117; and
- C. On September 6, 2018, City and Contractor consented to Amendment No. 2 to the Agreement to change the Scope of Work to remove certain unused conversion services and remove the City's corresponding payment obligations in the amount of \$58,675.00; and
- D. On November 15, 2019, City and Contractor consented to Amendment No. 3 to the Agreement to change the Scope of Work by removing the following services from Contractor's obligations as of October 1, 2019: Recruiting, Telestaff Interface, ExecuTime Advanced Scheduling, and ExecuTime Advanced Scheduling Mobile. The City's annual SaaS fees were reduced by the cost that would have been paid had these services been rendered; and
- E. On June 10, 2022, the City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from June 13, 2022 through June 12, 2023. The extension also implemented the 5% increase of the SaaS Fees payable for each Tyler module as provided in Section 1 of Exhibit B to the Agreement; and
- F. On March 28, 2023, the City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement from June 13, 2023 through June 12, 2024; and
- G. On February 27, 2024, City and Contractor consented to Amendment No. 4 to the Agreement, which ratified and increased the compensation by \$5,500,00 for a new not to exceed amount of \$10,893,600 for the duration of the Agreement; and
- H. On May 29, 2024, the City and Contractor entered into Contract Extension No. 3, extending the term of the Agreement from June 13, 2024 through June 12, 2025; and
- I. On January 28, 2025, City and Contractor consented to Amendment No. 5 to the Agreement, which removed the following services from the scope of work: ExecuTime Telestaff Interface,

ExecuTime Time & Attendance, ExecuTime Time & Attendance import, ExecuTime Time & Attendance Mobile; and

- J. On March 14, 2025, the City and Contractor entered into Contract Extension No. 4, extending the term of the Agreement from June 13, 2025 through June 12, 2026; and
- K. On February 20, 2026, the City and Contractor entered into Contract Extension No. 5, extending the term of the Agreement from June 13, 2026 through June 12, 2027; and
- L. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work.** The Scope of Work is amended to add the following services as provided in the Sales Quotation attached as Exhibit 1: API Toolkit Bundle, Project Management, and Remote Implementation .
- 4. **Compensation.** The compensation shall be increased by one hundred six thousand four hundred dollars (\$106,400.00) for a new not to exceed amount of eleven million dollars (\$11,000,000).
- 5. **Insurance Certificate.** Current certificate will expire on April 1, 2027. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- 7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
- 8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
- (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Tyler Technologies, Inc.
a Delaware corporation



By: Tina Mize
Its: General Counsel

Exhibit 1



Sales Quotation For:
GLENDALE, AZ CITY OF
LEVI GIBSON
GLENDALE AZ 85301-2563

Shipping Address:
City of Glendale
5850 W Glendale Ave
Glendale AZ 85301-2599

Quoted By: Amy Hughey
Quote Expiration: 06/30/26
Quote Name: City of Glendale AZ - API Toolkit
Quote Description: API Toolkit
Saas Term: 1.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Integrations			
API Toolkit Bundle	1	48	\$ 50,513.00
TOTAL		48	\$ 50,513.00

Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Project Management	4	\$ 225.00	\$ 0.00	\$ 900.00	\$ 0.00
Remote Implementation	48	\$ 225.00	\$ 0.00	\$ 10,800.00	\$ 0.00
TOTAL				\$ 11,700.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 50,513.00
Total Tyler Services	\$ 11,700.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 11,700.00	\$ 50,513.00
Contract Total	\$ 62,213.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

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.
 - 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 module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - 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 quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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 submitted in the quote 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 four (4) 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.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.