



## 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. ("Tyler") and Williamson County, TX ("Client").

WHEREAS, Tyler and the Client are parties to a SaaS Agreement for Tyler Supervision Software and services dated November 24, 2020 ("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. Adding Appointment Notifications. The items set forth in the investment summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date with a term ending coterminous with the Term as defined in Section F(1) of the Agreement. The term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. Annual Fee. Year One annual fees set forth in Exhibit 1, prorated for the time period commencing on the Amendment Effective Date and ending concurrently with the Client's annual Term under the Agreement, are waived. Subsequent annual fees will be invoiced annually in advance, at then-current rates, in accordance with the terms set forth in Exhibit 1 to this Amendment.
2. Twilio Acceptable Use Policy. Certain functionality in your Tyler Software, including the SMS Functionality described above, is provided in part by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to utilize said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By your signature below, you certify that you have reviewed and understand said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.

Williamson County, Texas

By: Sherry Clark

By: Bill Gravell Jr.  
Bill Gravell Jr. (Feb 9, 2021 13:04 CST)

Name: Sherry Clark

Name: Bill Gravell Jr.

Title: Senior Corporate Attorney

Title: County Judge

Date: January 28, 2021

Date: Feb 9, 2021

(Exhibit 1)  
Investment Summary

Software	Annual Use Fee
Tyler Supervision – Appointment Notifications	\$8,000 (Tier b)
Up to 16,000 Notifications	<del>-\$8,000 (prorated until 11/30/21)</del> <hr/> \$8,000* per year effective 12/01/21

\*Tier and Annual Use Fee is based on the assumed annual volume of notifications. The 1<sup>st</sup> Year Use Fee includes a one-time proration for the Appointment Notifications license. Annual guaranteed minimum thereafter is \$8,000 per year, and tier selection and costs may be adjusted in accordance with the table below:

Tier		No. of Notifications per year	Annual Use Fee
a	Up to	8,000	\$5,040
b	Up to	16,000	\$8,000
c	Up to	12,800	\$12,800
d	Up to	62,000	\$21,700









# Agenda item #10, 02.09.2021 Amendment Supervision Software, Tyler Signed

Final Audit Report

2021-02-09

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