



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 Woodbury County, with offices at 620 Douglas St. Rm 103, Sioux City, IA 51101 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 27, 2018 ("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 following Tyler Software as a Service (SaaS) is hereby removed from the Agreement as of the Amendment Effective Date:
 - a. Incode Personnel Management Suite- Employee Self Service Time and Attendance
 - b. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
 - c. Client's annual SaaS fees payment obligation commencing on the Amendment Effective Date is hereby reduced by \$735.00 with respect to the removal of the above-listed software.
2. The balance due for Incode Personnel Management Suite- Employee Self Service Time and Attendance is hereby voided, and accordingly invoice # 025-262014, dated 6/10/2019, is hereby credited \$551.25.
 - a. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
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.

SIGNATURE PAGE TO FOLLOW



Tyler Technologies, Inc.

Woodbury County

By: _____

By: _____

Name: _____

Name: Matthew Ung

Title: _____

Title: Chairman

Date: _____

Date: 7-28-20



Exhibit 1

Investment Summary

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

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Amendment Language Guidelines

Adding SaaS

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date [Change to Next Quarter if Quarterly]. Payment of fees and costs for such items shall conform to the following terms:

- a. [IF ANNUAL PAYMENT TERM]: The annual SaaS fees payable under the Agreement shall be increased in the amount of \$_____ [if also removing SaaS, add: (\$_____ annual SaaS fee for ADDED, less \$_____ annual SaaS fee for REMOVED)], for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the Amendment Effective Date, prorated for the time period commencing on the Amendment Effective Date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

[IF QUARTERLY PAYMENT TERM]: As of [Same date as above], the annual SaaS fees payable under the Agreement shall be increased by \$_____ [if also removing SaaS, add: (\$_____ annual SaaS fee for ADDED, less \$_____ annual SaaS fee for REMOVED)], with a quarterly payment increase of \$_____. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

- b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

Removing SaaS

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of [DATE]:

- a. [SOFTWARE MODULES]

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

Client's annual SaaS fees payment obligation commencing [DATE] is hereby reduced by \$XX.00 with respect to the removal of the above-listed software.

Adding Licensed Software

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

- a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
- b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
- c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.

Removing Licensed Software

The [insert name of software] Tyler Software is hereby removed from the Agreement as of [the Amendment Effective Date or date certain].

- a. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

Issuing Credit – ONLY IF REQUESTED AND WITH APPROVAL

In recognition of license fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$_____. At Client's direction, Tyler will apply the credit issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.

In recognition of [services, maintenance, etc.] fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$_____. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement.

This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).

[IF GIVING CREDIT OR WAIVING INVOICE AND CLIENT HAS OUTSTANDING BALANCE]: Upon execution, Client agrees to immediately pay all outstanding undisputed balances owed Tyler. Failure to pay such balances may result in suspension of delivery of services by Tyler as authorized by the contract between you and us.

[IF ADDING SOFTWARE]

In recognition of license fees paid to Tyler for the _____ software, Tyler hereby issues to Client a credit of \$_____. Tyler will apply the credit issued herein to the License Fees set forth in Section _____ below, and at the Client's direction will apply the remaining credit of \$_____ issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.

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License Fees. The license fee of \$_____ for the Tyler _____ software, as shown on the sales quotation attached hereto as Exhibit 1, shall be paid in full by application of the credit issued pursuant to Section _____ above when Tyler makes the _____ software available for download for Client (for the purpose of this Amendment, the "Available Download Date").

Or

The software license fee of \$_____ for the _____ Tyler Software shall be partially paid by the credit issued pursuant to paragraph _____ of this Amendment. Tyler shall invoice Client the remaining software license fees of \$_____ when Tyler has made the [same software as before] Tyler Software available to Client for downloading.

Waiving Fees, Reducing Invoices

The balance due for [Tyler Software] is hereby voided, and accordingly invoice #_____, dated _____, is hereby credited \$_____.

Adding Conversion (Payment Terms)

Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.

Removing Conversions (Don't include \$ if conversions rolled into other fees eg. annual SaaS)

The following unused conversions are hereby removed from the Agreement:

- a. [Conversion Name], at a contract price of \$_____;

Adding Implementation Days

[number of days, (#)] Implementation days/hours, totaling \$_____ (at a rate of \$_____ per day/hour), are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.

Reassigning Implementation Days

The _____ (#) Implementation days that were previously assigned to [software module] are hereby reassigned to be used for [software module].

Changing Statement of Work

Exhibit E (Statement of Work), Section _____, shall be amended to _____ as follows:

Adding a Statement of Work

The Statement of Work for _____ products attached hereto as Exhibit ____ is hereby incorporated into the Agreement as Exhibit ____, Attachment _____.

Adding Other Fixed Price Services

Other Fixed Price Services: Other fixed price services are invoiced upon delivery of the service.

Adding Modification

The _____ Modification with Tyler Specification Reference number _____, at a contract price of \$_____, is hereby added to the Agreement. The modification will conform to the description contained in the specification document provided to Client on or about _____. Payment for the items added to the Agreement pursuant to this Amendment shall conform to the terms of Exhibit B of the Agreement.

Swapping Software but Not Pricing

The _____ Tyler Software is hereby added to the Agreement upon execution of this Amendment. The pricing for such Tyler Software is equivalent to and shall be in lieu of the pricing for _____ as stated in Exhibit A (Investment Summary) of the Agreement.

Add Disaster Recovery (Add Exhibit)

[Payment Term]: Year 1 annual Disaster Recovery fees, prorated for a time period commencing upon our receipt of your data and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due upon our receipt of your data. Subsequent annual Disaster Recovery fees are invoiced annually in advance. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Changing SOW Dates

Exhibit E (Statement of Work), Section _____, is hereby amended as follows:

1. Phase 1, _____
 - Start Date –
 - Go-Live

IF PAYMENT TERMS TIED TO SOW DATES:

Exhibit B (Invoicing and Payment Policy), Section _____, is hereby amended as follows:

- a) [adjust license and/or maintenance fee payment term that references corresponding SOW date].

Adding API

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

- a) Year 1 annual API fees, prorated for a time period commencing upon the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due upon the execution date of this Amendment. Subsequent annual API fees are invoiced annually in advance.

Our APIs are based on standard RESTful web services. If you have purchased any APIs, we will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with the then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny Tyler's acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support service rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

Adjusting Budget (only at client request)

The overall Agreement budget, not including any applicable travel expenses, is hereby reduced by \$_____ upon the Amendment Effective Date.

Adding Third-Party Software needing EULA

DocOrigin Software is used as a component in Tyler's Tyler Forms Processing software. Accordingly, your use of DocOrigin software is subject to the end user license agreement attached as Exhibit 2 to this Amendment and hereby added to the Agreement as of the Amendment Effective Date.

Your use of [BMI, Quatred] software, hardware and services are subject to the end user license agreement attached as Exhibit 2 to this Amendment, and such items are hereby added to the Agreement as of the Amendment Effective Date.