

Amendment to Contract No. 2018-0083



**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"), a Delaware corporation with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414, and the Woodbury County ("Client") with offices at 620 Douglas Street, Room 103, Sioux City, IA 51101.

WHEREAS, Tyler and Client are parties to an agreement effective June 27, 2018 ("Agreement"), under which Client acquired SaaS to the software described therein ("Tyler Software") as well as related professional services and annual fee; and

WHEREAS, the parties desire to amend the Agreement to adjust the services and annual fees acquired;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. Section F – Term and Termination – 1. Term of the Agreement is deleted in its entirety and replaced with the following:

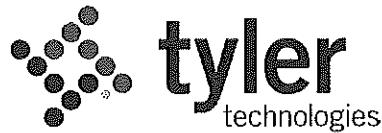
Section F – Term and Termination (1) Term: The initial term of this Agreement shall begin July 1, 2019 and is for five (5) years unless earlier terminated as set forth in the Agreement. Upon expiration of the initial five (5) year term, we agree not to increase annual fees by more than 5% for year six (6), we further agree not to increase annual fees in years seven (7) and eight (8). Your right to access or use the Tyler Software will terminate at the end of this Agreement. Fees for subsequent years will be invoiced to be due July 1 of the then-current year.

2. Exhibit B – Invoicing and Payment Policy (1) of the Agreement is deleted in its entirety and replaced with the following:

Annual Fees Annual Fees are invoiced as follows: (a) 25% (\$34,913.00) on July 31, 2018; and (b) 75% (\$104,740.00) on or before July 15, 2019 covering the period from July 1, 2019 through June 30, 2020. We agree not to increase annual fees by more than 5% for year six (6) and will not increase annual fees in years seven (7) and eight (8).

3. Maintenance and Support Services. A copy of our current Maintenance and Support Agreement is attached hereto as Amendment Exhibit A.

4. Security Protocol. Unattended or self-initiated access to servers is not allowed. If Tyler needs access to a server, an authorized departmental user must notify WCICC and forward any contact information or be on the phone with the Tyler support person, if calling. WCICC will initiate a session for the vendor to access the server(s) with an attended session. (Bomgar ad-hoc mode is fine.) WCICC will provide a Tyler Admin account for Tyler's needs. If Tyler needs access to a user's workstation, GotoAssist can be launched by that user and Tyler's support staff will operate under that user's ID. Any new software to be loaded on a workstation will be



## Amendment Exhibit A Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2019 and is for five (5) years unless terminated as set forth in the Agreement. We agree not to increase annual fees by more than 5% for year six (6), we further agree not to increase annual fees in years seven (7) and eight (8). Your right to access or use the Tyler Software will terminate at the end of this Agreement. Fees for subsequent years will be invoiced to be due July 1 of the then-current year.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to the Agreement