

## **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 the City of Laredo, with offices at 1110 Houston St., Laredo, TX 78042 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 3, 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. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Payment of fees and costs for such items are as follows:
  - a. The annual SaaS fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual maintenance and support term under the Agreement. Subsequent SaaS fees will be invoiced annually in advance at our then-current rates.
  - b. Implementation and other professional services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.
  - c. Travel expenses shall be invoiced as incurred and only in accordance with our then-current Business Travel Policy.
- 2. Without limiting the terms of Section 1.1 in the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <a href="https://www.tylertech.com/terms/tyler-saas-services">https://www.tylertech.com/terms/tyler-saas-services</a>.
- 3. The following Tyler Software, and applicable maintenance and support services are hereby removed from the Agreement as of the Amendment Effective Date.

LE Field Reporting (Federal Standard) (350)

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. Client will receive a credit for any prepaid but unused maintenance and support fees as of the Amendment Effective Date. Such credit shall be applied to the invoice for the software and services added per this amendment.

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. 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, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	City of Laredo, TX
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



## Exhibit 1 Investment Summary

The following Investment Summary details the services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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