



## AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Amendment Effective Date") by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Boone County Board of Education, with offices at 8330 U.S. Highway 42, Florence, KY 41042 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 21, 2011, as amended ("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 Licensed Software. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
  - a. License Fees. In recognition of Client's desire to have a trial period for use of the added software, Tyler will defer payment of the license fees for the added software for a period of three (3) months from the Amendment Effective Date (the "Trial Period"). On that date, the license fees for the added software shall be due in full, unless Client requests that its license be terminated prior to that date.
  - b. Maintenance Fees. Maintenance fees shall also be deferred during the Trial Period. Year 1 annual maintenance and support fees, prorated for a time period commencing at the end of the Trial Period 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. Client will pay for any services provided and/or incurred during the Trial Period, even if Client ultimately terminates said licenses before the end of the Trial Period.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Boone County Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **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 Investment Summary conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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**Sales Quotation For**

Boone County School District  
8330 US Highway 42  
Florence, KY 41042-9286  
Phone +1 (859) 282-2933

Quoted By: Jeff Keller  
Date: 6/26/2019  
Quote Expiration: 3/31/2020  
Quote Name: Boone County School District-ERP-Contract Management  
Quote Number: 2019-88280  
Quote Description:

**Tyler Software and Related Services**

| Description         | License            | Impl. Hours | Impl. Cost        | Data Conversion | Module Total       | Year One Maintenance |
|---------------------|--------------------|-------------|-------------------|-----------------|--------------------|----------------------|
| <b>Financials:</b>  |                    |             |                   |                 |                    |                      |
| Contract Management | \$15,000.00        | 32          | \$5,600.00        | \$0.00          | \$20,600.00        | \$2,700.00           |
| Sub-Total:          | \$15,000.00        |             | \$5,600.00        | \$0.00          | \$20,600.00        | \$2,700.00           |
| Less Discount:      | <u>\$1,500.00</u>  |             | <u>\$0.00</u>     | <u>\$0.00</u>   | <u>\$1,500.00</u>  | <u>\$0.00</u>        |
| <b>TOTAL:</b>       | <b>\$13,500.00</b> | <b>32</b>   | <b>\$5,600.00</b> | <b>\$0.00</b>   | <b>\$19,100.00</b> | <b>\$2,700.00</b>    |

**Summary**

|                                                 | One Time Fees      | Recurring Fees    |
|-------------------------------------------------|--------------------|-------------------|
| Total Tyler Software                            | \$13,500.00        | \$2,700.00        |
| Total Tyler Services                            | \$5,600.00         | \$0.00            |
| Total 3rd Party Hardware, Software and Services | \$0.00             | \$0.00            |
| <b>Summary Total</b>                            | <b>\$19,100.00</b> | <b>\$2,700.00</b> |
| <b>Contract Total</b>                           | <b>\$21,800.00</b> |                   |

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

**Tyler Discount Detail**

| Description         | License     | License Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
|---------------------|-------------|------------------|-------------|-------------------|-------------------------|--------------------|
| Financials:         |             |                  |             |                   |                         |                    |
| Contract Management | \$15,000.00 | \$1,500.00       | \$13,500.00 | \$2,700.00        | \$0.00                  | \$2,700.00         |
| TOTAL:              | \$15,000.00 | \$1,500.00       | \$13,500.00 | \$2,700.00        | \$0.00                  | \$2,700.00         |

## 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 option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - 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.
- 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 size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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 two (2) 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.

## Comments

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.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.