

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 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Lake County, California, with offices at 201 S. Smith Street, Lakeport, CA 95453 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated March 24, 2020 ("Agreement"), pursuant to which Tyler provides Client access to its Enterprise Supervision ("Supervision") software and certain associated services;

WHEREAS, the Agreement was modified on December 20, 2022 to add Enterprise Supervision Access-Premium software and implementation services for eCourt Data Exchanges (the "Prior Addendum"); 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 term associated with the Enterprise Supervision Access-Premium software ("Access"), which commenced on December 20, 2022 and ends on March 31, 2023 pursuant to the Prior Addendum, is hereby renewed for an additional one (1) year period commencing April 1, 2023 and continuing through March 31, 2024, and shall thereafter run concurrently with Client's annual SaaS Term as defined in the Agreement. For the avoidance of doubt, as of April 1, 2023 and annually thereafter, the SaaS Term for all Tyler Software under the Agreement, including Access and Supervision, shall collectively renew automatically for additional one (1) year Renewal Terms in accordance with Section F(1) of the Agreement.
- 2. Beginning with the annual term commencing April 1, 2023, and notwithstanding anything in the Agreement to the contrary, Client's annual SaaS fees for the Tyler Software shall be invoiced annually in advance, at the rates set forth in the Amendment Investment Summary attached hereto as Exhibit 1. As of April 1, 2023, such Amendment Investment Summary shall replace the Software Fees portion of all prior investment summaries under the Agreement. Year 1 shall be defined as the period April 1, 2023 through March 31, 2024; Year 2 shall be defined as the period April 1, 2024 through March 31, 2025; and Year 3 shall be defined as the period April 1, 2025 through March 31, 2026. Following Year 3, SaaS fees will be at Tyler's then-current rates.
- 3. For the avoidance of doubt, the scope of work, the Implementation Services portion of the investment summary, and all other terms related to the eCourt Data Exchanges added to the Agreement pursuant to the Prior Addendum remain in full force and effect.
- 4. This Amendment shall be governed by and construed in accordance with the terms and



conditions of the Agreement. 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.

Executed at Lakeport _____ California on ___ March 28, 2023

COUNTY OF LAKE

Jessica Pyska Jessica Pyska (Mar 29, 2023 Name: Sherry Clark / Signature: Sherry Clark (Mar 8, 2023 12:35

CHAIR, Board of Supervisors

Tyler Technologies, Inc.

APPROVED AS TO FORM:

CONTRACTOR

....**,** _____

Johanna Delong

Title: <u>Group General Counsel</u> Date: <u>03.08.2023</u>

If applicable

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

County Counsel

ANITA L. GRANT

Bv:







Exhibit 1 Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment 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.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Software Fee	\$		
Annual SaaS Fees	Year 1	Year 2	Year 3
Enterprise Supervision	\$35,000	\$45,000	\$59,400
Enterprise Supervision Access-Basic	\$11,880	\$12,474	\$13,098
Total Annual SaaS Fees	\$46,880	\$57,474	\$72,498
Software (SaaS)	Annual SaaS Fee		
Enterprise Supervision			\$35,000
Enterprise Supervision Access - Basic*			\$11,880
	Annual SaaS Fees Total \$46,88		
* Enterprise Supervision Access-Basic Includes:			
Up to 16,000 Annual Appointment Reminders			

