

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **TYLER TECHNOLOGIES, INC.**, a Delaware corporation having its principal place of business at 3199 Klepinger Road, Dayton, Ohio 45406 (the “Vendor”).

WITNESSETH:

WHEREAS, the City and the Vendor entered into an Agreement dated June 12, 2007 and amended on April 22, 2008 and on October 30, 2009, to provide annual software maintenance on the City’s CAMA and OASIS systems (the “Agreement”); and

WHEREAS, the City and the Vendor wish to amend the Agreement to extend the term, increase the compensation to the Vendor, and to update other contract language; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM:** The term of the Agreement is from January 1, 2007 and through December 31, 2013.”

2. Article 3 (A) of the Agreement entitled “**FEE**” is hereby amended to read as follows:

A. **FEE:** The Vendor’s Fees for multi-year services are as follows:

Service	2007	2008	2009	2010	2011	2012	2013
OASIS Maintenance and Support	\$55,275	\$55,275	\$55,275	\$63,375	\$65,900	\$68,540	\$71,280
MAS CAMA Maintenance and Support	\$18,000	\$18,000	\$18,000	\$20,630	\$21,460	\$22,320	\$23,210
Optional Additional City Requested Services (Pursuant to rates contained on Exhibit B)	\$64,000	\$50,000	\$50,000				
LANDISC Maintenance and Support		\$5,000	\$5,000	\$5,200	\$5,400	\$5,620	\$5,840
On-Site 3-day Business Process Support 6 trips a year at \$5,775 each for 2010 and \$6,005 each for 2011				\$34,650	\$36,030	\$37,470	\$38,970
Total:				\$123,855	\$128,790	\$133,950	\$139,300

3. Article 3(D)(i) of the Agreement entitled “**Maximum Contract Liability**” is hereby amended to read as follows:

“D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess of the sum of \$919,720.00. The Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk without authorization under this Agreement.”

4. A new paragraph numbered 37 is hereby added to the Agreement reading as follows:

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. This Third Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. Except as herein amended, this Third Amendatory Agreement affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____



Contract Control Number: CE62074

Vendor Name: TYLER TECHNOLOGIES

By: Gos Tenhundfeld

Name: Gos Tenhundfeld
(please print)

Title: Sr. Account Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

