

## SEVENTH AMENDATORY AGREEMENT

This **SEVENTH 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 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 (the “Vendor”) collectively referred to as the “Parties.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated June 12, 2007, and amended on April 22, 2008, October 30, 2009, December 27, 2011, December 17, 2012, December 23, 2013, and April 12, 2017 (the “Agreement”), to provide annual software maintenance for the City’s CAMA and OASIS systems (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Vendor and to incorporate the attached pricing exhibit.

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

1. The attached quote is hereby incorporated herein and replaces any previously incorporated quotes for services.
2. Article 2 of the Agreement entitled “TERM” is amended to read as follows:  
“**2. TERM:** The term of the Agreement is from January 1, 2007 to and through December 31, 2020.”
3. Article 3(D)(i) of the Agreement entitled “Maximum Contract Liability” is hereby amended to read as follows:

**“3. COMPENSATION AND PAYMENT:**

**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 **TWO MILLION FIVE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND TWENTY CENTS (\$2,591,224.20)**. 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. Except as herein amended, the Agreement is affirmed and ratified in each and

every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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 \_\_\_\_\_

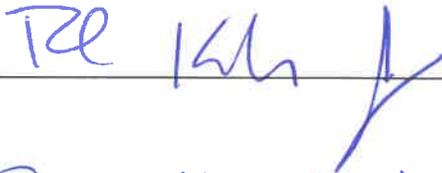
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** TECHS-CE62074-07

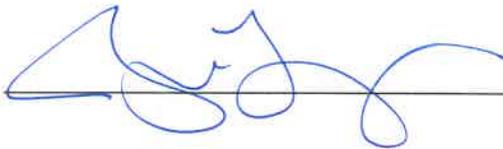
**Contractor Name:** TYLER TECHNOLOGIES, INC.

By: 

Name: Robert Kennedy-Jensen  
(please print)

Title: Director of Contracts  
(please print)

**ATTEST: [if required]**

By: 

Name: Jisel Lopez  
(please print)

Title: Senior Corporate Attorney  
(please print)





## EXHIBIT TO CONTRACT TECHS\_CE62074

### Ongoing Maintenance and Support

	Product	Coverage Term 1/1/2019 - 12/31/2019	Coverage Term 1/1/2020 - 12/31/2020
1	OASIS Maintenance	\$103,015	\$108,165
2	MAS CAMA Maintenance	\$33,540	\$24,215
3	Landisc Maintenance	\$8,445	\$8,865
4	Professional Services NTE	\$50,000	\$50,000
5	Tyler Content Manager Maintenance	\$57,096	\$59,380
	<b>Total</b>	<b>\$252,096</b>	<b>\$250,625</b>