



### THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** to Software as a Service Agreement (“Amendment”) is made 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 with offices at One Tyler Way, Moraine, Ohio 45439 (“Tyler”), jointly (“the Parties”) and is effective as of the date of last signature as indicated below (the “Amendment Effective Date”).

**WHEREAS**, the Parties entered into a Software as a Service Agreement dated May 21, 2015 (the “Agreement”); and

The Parties wish to amend the Agreement to add additional software and services for Tyler Content Manager software.

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

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The Investment Summary marked as Exhibit A-2 attached to this Amendment is hereby incorporated by reference.

2. The Tyler Software set forth in Exhibit A-2 is added to the Agreement as of the next quarterly term under the Agreement and, notwithstanding anything to the contrary in Exhibit A-2, ending coterminous with the SaaS Term as defined in the Agreement.

3. Section E of the Agreement entitled **INVOICING AND PAYMENT; INVOICE DISPUTES**, subsection 3. entitled “**Maximum Contract Liability**” is amended to read as follows:

E. **INVOICING AND PAYMENT; INVOICE DISPUTES:**

**3. Maximum Contract Liability: 3.1** Notwithstanding and other provision of this Agreement, your maximum payment obligation during the Initial Term, as defined in Section F(1) below and as amended, will not exceed **FOURTEEN MILLION SEVEN HUNDRED FORTY-ONE THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS AND NO CENTS (\$14,741,674.00)** (the “Maximum Payment Obligation”). You are not obligated to execute another agreement or any amendments for any further services, including any services performed by us beyond that specifically described in the Investment Summary. Any services performed beyond those in the Investment Summary are performed at our own risk and without authorization under this Agreement.”

4. Payment for the software and services set forth in Exhibit A-2 shall conform to the following:

a. As of the next quarterly term under the Agreement, the annual SaaS fees payable



under the Agreement shall be increased by \$102,106, with a quarterly payment increase of \$25,526.50. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

- b. Unless otherwise provided herein, services identified at Exhibit A-2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

5. Services set forth in Exhibit A-2 shall be provided in accordance with the Statement of Work attached hereto and incorporated into the Agreement as Exhibit C-1.

6. The City will receive a credit for the maintenance and support fees prepaid for the Tyler Content Manager Software on Invoice No. 025-316232 for the time period commencing on the next quarterly term under the Agreement. For the avoidance of doubt, commencing on the invoicing date for SaaS Fees as set forth above, Tyler shall no longer invoice the City for annual maintenance fees for Tyler Content Manager pursuant to the parties' June 12, 2007 agreement.

7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

8. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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## **Exhibit A-2 Investment Summary**

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

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

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Exhibit A-2

**Investment Summary**

Alicia Weaver  
City and County of Denver  
July 12, 2021



**Cost Breakdown**

Proposal Valid for 120 days

<u>SaaS</u>	<u>Cost</u>	<u>Annual Fees</u>
Annual Hosting Fee		127,632
<i>Preferred Customer Discount</i>		<i>(25,526)</i>
Deployment to Hosting	6,000	
<b>Project Total</b>	<b>6,000</b>	<b>102,106</b>



**Professional Services**

Alicia Weaver  
 City and County of Denver  
 July 12, 2021



Cost Summary	Cost	Annual
<b>SaaS</b>		
<b>Annual SaaS Fee</b>		127,632
Length of Agreement	5 Years - 60 Months	
<i>(Includes Test and Production)</i>		
<i>Preferred Customer Discount</i>		<b>-25,526</b>
<b>Deployment to Hosting</b>	6,000	
<b>Total</b>	<b>6,000</b>	<b>102,106</b>



**Contract Control Number:** TECHS-202160413-03 (201521806-03)  
**Contractor Name:** TYLER TECHNOLOGIES INC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202160413-03 (201521806-03)  
TYLER TECHNOLOGIES INC

By: DocuSigned by:  
*Gus Tenhundfeld*  
76558C651A804E8...

Name: Gus Tenhundfeld  
(please print)

Title: Inside Sales Manager  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)