

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **TYLER TECHNOLOGIES, INC.**, a Delaware corporation authorized to do business in the State of Colorado whose address is 120 E. 3rd Street, Eagle, Colorado 81631, hereinafter referred to as the "Contractor."

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a written Agreement dated December 31, 2003 and amended on April 5, 2005, February 28, 2006, February 20, 2007, January 15, 2008, June 3, 2008, November 18, 2008, October 27, 2009 (as amended, the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement, increase the maximum contract amount and update other contract language as follows: and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, 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 this Agreement shall commence on January 1, 2004 and this Agreement shall terminate on December 31, 2012."

2. The first paragraph of Article 3 of the Agreement entitled "**PAYMENT**" is hereby amended to read as follows:

"3. **PAYMENT:** The City agrees to pay the Contractor, and the Contractor agrees to accept as the total compensation for its complete costs incurred and for all services rendered during the term of this Agreement, as amended, an amount not to exceed **SEVEN HUNDRED SIXTY FOUR THOUSAND SEVEN HUNDRED NINETY DOLLARS AND SEVENTY EIGHT CENTS (\$764,790.78)**, of which Sixty-Seven Thousand Seven Hundred and Twenty Dollars (\$67,720.00) was payable during 2004, Sixty-Nine Thousand and Seven Dollars (\$69,007.00) was payable during 2005, Sixty-Nine Thousand Nine Hundred Sixty Seven Dollars (\$69,967) was payable during 2006, Eighty-Two Thousand Three Hundred Sixty Six Dollars (\$82,366) is payable during 2007, Eighty-Eight Thousand Eight Hundred Eight Hundred Three Dollars(\$88,883) is payable during 2008 and Eighty-Seven Thousand One Hundred and Twenty Nine Dollars (\$87,129) is payable in 2009, One Hundred and Ninety Two Thousand Nine Hundred and Eighty Two

Dollars (\$192,982.00) is payable in years 2010 and 2011 and One Hundred Six Thousand Seven Hundred Thirty Six Dollars and Seventy Eight Cents (\$106,736.78) is payable during 2012.”

3. A new paragraph numbered 23 is hereby added to the Agreement reading as follows:

23. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:
Contractor 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.

4. This Eighth 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.

5. Except as herein amended, this Eighth Amendatory Agreement 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-CE31338-01

Contractor Name: TYLER TECHNOLOGIES

By:  _____

Name: S. Brett Cate
(please print)

Title: President, LGD
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

