

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TYLER TECHNOLOGIES, INC.**, a Delaware corporation whose address is 5519 53rd Street, Lubbock, Texas 79414 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A. WHEREAS**, the Parties entered into Agreement dated May 21, 2015 and an Amendment thereto on March 31, 2016 (the “Agreement”) to provide software as a service, perform technology related services, and provide software support and maintenance services; and

**B.** The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount to provide pricing for the added term length.

**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 and A-1...” as applicable. The Investment Summary marked as **Exhibit A-1** attached to this Second Amendatory Agreement is hereby incorporated by reference.

**2.** Section F of the Agreement entitled **TERM AND TERMINATION** is amended to read as follows:

“**F. TERM**: The Effective Date of the Agreement is May 21, 2015, and the Agreement shall expire on May 21, 2025, except as otherwise agreed by the parties. Your rights to access the SaaS Services will terminate at the end of this Agreement.”

**3.** Section E of the Agreement entitled **INVOICING AND PAYMENT; INVOICE DISPUTES**, Sub-section 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 Term, as defined in Section F(1) below, will not exceed **FOURTEEN MILLION THREE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$14,327,250.00)** (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. Section 1 entitled **SaaS Fees** of Exhibit B, Invoicing and Payment Policy, is hereby deleted in its entirety and replaced with the following:

1. SaaS Fees. SaaS Fees are invoiced on a quarterly basis beginning on the first date of the month immediately following the Effective Date. Your quarterly SaaS Fees for the Term of your Software as a Service Agreement, as described in Section F (1) are as follows:

1.1 Year One Quarterly SaaS Fees of \$203,640 for an annual SaaS Fee of \$814,560;

1.2 Year Two Quarterly SaaS Fees of \$214,357.50 for an annual SaaS Fee of \$857,430;

1.3 Year Three Quarterly SaaS Fees of \$214,357.50 for an annual SaaS Fee of \$857,430;

1.4 Year Four Quarterly SaaS Fees of \$222,931.25 for an annual SaaS Fee of \$891,725;

1.5 Year Five Quarterly SaaS Fees of \$231,847.50 for an annual SaaS Fee of \$927,390;

1.6 Year Six Quarterly SaaS Fees of \$216,362.50 for an annual SaaS Fee of \$865,450;

1.7 Year Seven Quarterly SaaS Fees of \$216,362.50 for an annual SaaS Fee of \$865,450;

1.8 Year Eight Quarterly SaaS Fees of \$216,362.50 for an annual SaaS Fee of \$865,450;

1.9 Year Nine Quarterly SaaS Fees of \$216,362.50 for an annual SaaS Fee of \$865,450;  
and

1.10 Year Ten Quarterly SaaS Fees of \$216,362.50 for an annual SaaS Fee of \$865,450.

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

6. This Second 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** TECHS-202054540-02 (TECHS-201521806-02)  
**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-202054540-02 (TECHS-201521806-02)  
TYLER TECHNOLOGIES INC

By: DocuSigned by:  
*Robert Kennedy-Jensen*  
F94D1C0F3E5A445... \_\_\_\_\_

Name: Robert Kennedy-Jensen  
(please print)

Title: Director of Contracts  
(please print)

ATTEST: [if required]

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

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

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



**DENVER**  
THE MILE HIGH CITY

# TECHNOLOGY SERVICES

## EXHIBIT A-1

### Summary of Annual SaaS Fees

| Term                 | Annual Fee  |
|----------------------|-------------|
| June 2020 - May 2021 | \$865,450   |
| June 2021 - May 2022 | \$865,450   |
| June 2022 - May 2023 | \$865,450   |
| June 2023 - May 2024 | \$865,450   |
| June 2025 - May 2026 | \$865,450   |
| Total                | \$4,327,250 |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br>Hays Companies Inc.<br>133 Federal Street, 4th Floor<br><br>Boston MA 02110 | <b>CONTACT NAME:</b> Moira Crosby<br><b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com<br><hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER C: Lloyds of London Syndicates</td> <td style="text-align: center;">048337 &amp;</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: center;">048945</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hartford Fire Insurance Company | 19682 | INSURER B: Hartford Casualty Insurance Company | 29424 | INSURER C: Lloyds of London Syndicates | 048337 & | INSURER D: | 048945 | INSURER E: |  | INSURER F: |  |
|--|--|-------------------------------|--------|--|-------|--|-------|--|----------|------------|--------|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER A: Hartford Fire Insurance Company   | 19682  |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER B: Hartford Casualty Insurance Company   | 29424  |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER C: Lloyds of London Syndicates   | 048337 &   |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER D:   | 048945   |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER E:   |  |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| INSURER F:   |  |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |
| <b>INSURED</b><br>Tyler Technologies, Inc.<br>5101 Tennyson Parkway<br><br>Plano TX 75024      |  |                               |        |  |       |  |       |  |          |            |        |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER: 20-21 GL Auto WC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE  | ADDL INSD    | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|---|--|--------------|----------|------------------|-------------------------|-------------------------|--|---|---------------------------------|---|--------------------|------------------------------|--------------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____ |              |          | 08UENAY8572      | 4/1/2020                | 4/1/2021                | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE                                 | \$ 1,000,000                    | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000       | MED EXP (Any one person)     | \$ 10,000    | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000                | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                                 | \$ 1,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 1,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| MED EXP (Any one person)                        | \$ 10,000  |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| PERSONAL & ADV INJURY                           | \$ 1,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| GENERAL AGGREGATE                               | \$ 2,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                          | \$ 2,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|   | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| A   | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |              |          | 08UENAY8572      | 4/1/2020                | 4/1/2021                | <table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>   | COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000                    | BODILY INJURY (Per person)                | \$                 | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$                          |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| BODILY INJURY (Per person)                      | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| BODILY INJURY (Per accident)                    | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                  | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|   | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| B   | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED _____ RETENTION \$ _____  |              |          | 08XHUAZ8392      | 4/1/2020                | 4/1/2021                | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 25,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 25,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>  | EACH OCCURRENCE                                 | \$ 25,000,000                   | AGGREGATE                                 | \$ 25,000,000      |                              | \$           |                                |              |                   |                             |                        |              |  |    |
| EACH OCCURRENCE                                 | \$ 25,000,000  |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| AGGREGATE                                       | \$ 25,000,000  |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|   | \$   |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| B   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |              | N/A      | 08WEEL5271       | 4/1/2020                | 4/1/2021                | <table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>   | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER |   | E.L. EACH ACCIDENT |                              | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE     |              | \$ 1,000,000      | E.L. DISEASE - POLICY LIMIT |                        | \$ 1,000,000 |  |    |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER  |              |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| E.L. EACH ACCIDENT                              |  | \$ 1,000,000 |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                      |  | \$ 1,000,000 |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT                     |  | \$ 1,000,000 |          |                  |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| C   | Cyber/Privacy Prof Liab  |              |          | B0621PTYLE000219 | 12/17/2019              | 12/17/2020              | Limit <span style="float: right;">\$20,000,000</span>  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| C   | Cyber/Privacy Prof Liab  |              |          | B0621PTYLE000319 | 12/17/2019              | 12/17/2020              | Excess Limit <span style="float: right;">\$10,000,000</span>   |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City and County of Denver its elected and appointed officials employees and volunteers are listed as Additional Insured under the General and Automobile Liability policies as required by written contract and respects the negligence of the Named Insured. Waiver of Subrogation applies when required by written contract. Umbrella policy

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |  |
|--|--|
| City & County of Denver<br>201 West Colfax Avenue,<br>Dept 301<br>Denver, CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>James Hays/MCROSB |
|--|--|