

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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 with offices at One Tyler Way, Moraine, Ohio 45439 (“Tyler”), individually a “party” and collectively the “parties.”

WHEREAS, the parties entered into a Software as a Service Agreement dated May 21, 2015, a First Amendment to Software as a Service Agreement dated March 31, 2016, a Second Amendatory Agreement dated July 15, 2020, and a Third Amendatory Agreement dated November 3, 2021, to provide the City with software as a service, perform technology related services, and provide software support and maintenance service (the “Agreement”);

WHEREAS, the parties now wish to amend the Agreement to extend the term, provide pricing for the added term length, and adjust the maximum contract amount therefor; and

WHEREAS, the City hereby acknowledges and accepts the discounted pricing valued at Two Million Nine Hundred Ninety-Seven Thousand Seventy-Six Dollars (\$2,997,076.00) as reflected in both the Second Amendatory Agreement and this Fourth Amendatory Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section F of the Agreement titled, “**TERM AND TERMINATION**,” Subsection 1, titled, “Term” is amended to read as follows:

“1. Term. The Effective Date of the Agreement is May 21, 2015, and the Agreement shall expire on November 30, 2026, except as otherwise agreed by the parties. Your rights to access the SaaS Services will terminate at the end of this Agreement.”

2. Section E of the Agreement titled, “**INVOICING AND PAYMENT; INVOICE DISPUTES**,” Subsection 3.1 under the heading, “Maximum Contract Liability,” is amended to read as follows:

“3.1. Notwithstanding any other provision of this Agreement, your maximum payment obligation during the Term, as defined in Section F(1) below, will not exceed THIRTEEN MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$13,745,584.00) (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.”

3. Section 1 entitled **SaaS Fees** of Exhibit B, Invoicing and Payment Policy, is hereby deleted in its entirety and replaced with the following, which shall also supersede the terms of paragraph 4 of the Second Amendatory Agreement:

“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, Half One (June 1, 2021-November 30, 2021) Quarterly SaaS Fees of \$216,362;
- 1.8 Year Seven, Half Two (December 1, 2021-May 31, 2022) Quarterly SaaS Fees of \$216,363 for an annual Year Seven SaaS Fee of \$865,450;
- 1.9 Year Eight Quarterly SaaS Fees, Quarter One (June 1, 2022-August 31, 2022) of \$216,363;
- 1.10 Year Eight, Quarterly SaaS Fees, Quarters Two-Four (September 1, 2022-May 31, 2023) Quarterly SaaS Fees of \$140,539, for an annual Year Eight SaaS Fee of \$637,980;
- 1.11 Year Nine Quarterly SaaS Fees of \$140,539 for an annual SaaS Fee of \$562,156;
- 1.12 Year Ten Quarterly SaaS Fees of \$140,539 for an annual SaaS Fee of \$562,156;
- 1.13 Year Eleven Quarterly SaaS Fees of \$186,307 for an annual SaaS Fee of \$745,228; and
- 1.14 Year Twelve, Half One (June 1, 2026-November 30, 2026)

Quarterly SaaS Fees of \$186,307 for a semi-annual SaaS Fee of \$372,614.”

4. Section H(11) of the Agreement, titled “Nondiscrimination,” is amended to read as follows:
“11. No Discrimination in Employment. In connection with the performance of work under this Agreement, Tyler may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Tyler shall insert the foregoing provision in all subcontracts.”
5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
6. This Fourth Amendatory Agreement is not 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: TECHS-202265409-04 / 201521806-04
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

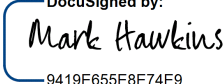
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202265409-04 / 201521806-04
TYLER TECHNOLOGIES, INC.

By:  _____
9419E655E8E74E9

Name: Mark Hawkins
(please print)

Title: President, Property and Recording Division
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)