



AMENDMENT

This amendment ("Amendment") is made this ____ day of _____, 2021 ("Amendment Effective Date") by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Lexington-Fayette Urban County Government, with offices at 200 East Main Street, Lexington, Kentucky 40507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 28, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. **Voiding Invoice.** Invoice No. 130-15651, dated September 1, 2020, in the amount of \$238,443.67 is hereby voided in its entirety as of the Amendment Effective Date.
2. **Ongoing Maintenance and Support.** On the Amendment Effective Date, Tyler will issue a new invoice for maintenance and support fees for the year September 1, 2020 through August 30, 2021 in the amount of \$134,760.00 ("Legacy Maintenance Amount"). Subsequent annual maintenance and support fees will be billed as follows:
 - a. Maintenance and support fees shall continue at the Legacy Maintenance Amount until successful Go-Live¹ of the CAD/Mobile software licensed under the Agreement. Upon Go-Live of the CAD/Mobile software, but prior to Go-Live of ENTRMS software, annual maintenance shall increase to \$212,974.00 ("Interim Maintenance Amount"). In the event Go-Live for CAD/Mobile is delayed beyond August 30, 2021, Client shall be invoiced for an additional year of maintenance and support at the Legacy Maintenance Amount for a term of September 1, 2021 through August 30, 2022. Upon Go-Live for CAD/Mobile, Tyler shall invoice Client for one year of maintenance and support at the Interim Maintenance Amount. Tyler will apply a credit to said invoice equal to any prepaid, but unused, maintenance and support services paid at the Legacy Maintenance Amount.
 - b. After CAD/Mobile Go-Live, annual maintenance and support fees shall continue at the Interim Maintenance Amount until Go-Live of the ENTRMS software. Upon Go-Live of the ENTRMS software, annual maintenance and support fees shall increase to \$238,443.67 ("Live Maintenance Amount"). Upon Go-Live of the ENTRMS software, Tyler shall invoice Client for one year of maintenance and support at the Live Maintenance Amount. Tyler will apply a credit to said invoice equal to any prepaid, but unused, maintenance and support services paid at the Interim Maintenance Amount.
 - c. Subsequent annual maintenance and support fees shall be at our then-current rates.

¹ Go-Live shall be deemed to have occurred when the respective software modules have been used by Client in a live production environment for a period of thirty (30) days without a Priority 1 or Priority 2 Defect, as defined under the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client

By: RLK

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 3/18/21

Date: _____