



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, Michigan 48098 ("Tyler") and Town of Paradise Valley, Arizona, with offices at 6433 Lincoln Drive, Paradise Valley, Arizona 85253 ("Client").

WHEREAS, Tyler and the Client are parties to a Standard Software License and Services Agreement with an effective date of October 18, 2001 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

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

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Payment of fees and costs for such items are as follows:
 - a. Annual Hosting Fees, as indicated in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Hosting Services will renew annually for one (1) year Terms unless terminated in writing by either party at least thirty (3) days prior to the end of the then-current term. Subsequent Hosting Services fees will be invoiced annually in advance at our then-current rates.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment shall be invoiced as provided and/or incurred.
 - c. Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Town of Paradise Valley, Arizona

By: _____

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By: Terri Minter
 Quote Expiration: 3/7/23
 Quote Name: Cloud and Managed Services

Sales Quotation For:

Town of Paradise Valley
 6433 E Lincoln Dr
 Paradise Valley AZ 85253-4328
 Phone: +1 (480) 948-7418

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Recurring Costs			
Standard AWS GovCloud Hosting and Tyler Managed Services	\$ 102,000	\$ 0	\$ 102,000
TOTAL			\$ 102,000

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enterprise Public Safety					
Redundant VPN Appliance Bundle	1	\$ 6,000	\$ 6,000	\$ 0	\$ 0
TOTAL			\$ 6,000		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 102,000
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 6,000	\$ 0
Summary Total	\$ 6,000	\$ 102,000
Contract Total	\$ 108,000	

Assumptions

The Standard Deployment will utilize one availability zone (datacenter) within one region (cluster of three geographically separated datacenters), and the solution will be deployed in the AWS GovCloud East or West region utilizing Tyler's DevOps expertise, disaster recovery tooling and Tyler Managed Services. The solution will be deployed in a dedicated Virtual Private Cloud (VPC) on dedicated EC2 instances and dedicated Elastic Block Store (EBS) volumes. Tyler's Cloud Hosted Deployment will utilize AWS's shared responsibility model. AWS will be responsible for all compute and storage infrastructure, datacenter networking and cloud security. Tyler will manage and maintain the platform, applications, operating systems, disaster recovery failover and system backup. Collectively we all will have input on the network, firewall and encryption configuration. Tyler's customer will be responsible for all existing on-premises equipment, workstations and the internet connection.

Standard – 98% uptime guarantee

Attainment	Relief
100.00% - 98.00%	NA
97.99% - 95.00%	4%
94.99% and below	5%
Remedies capped at 5%. Quarterly calculation	



Exhibit 2

Additional Terms for Enterprise Public Safety Hosted Components

We will provide you with the Enterprise Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Enterprise Public Safety Components"** means the Enterprise Public Safety hosted components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Enterprise Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Enterprise Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for Enterprise Public Safety Components.

- 2.1. We will either host or engage Third Party Services in order to host the Enterprise Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Enterprise Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially

reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle

100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle. Remedies are capped at 5%. Quarterly calculation
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You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit 3

Tyler Hosted Managed Services ("HMS")

I. Scope of Services:

Tyler will perform the following system administrative tasks on the cloud hosted environment:

- a. Infrastructure Monitoring
- b. System Software Monitoring
- c. Database Administration
- d. Data Backup
- e. Tyler Application Updates
- f. System Updates

In addition, the following terms apply to the HMS Services:

- a. HMS Services are available 24/7/365, subject to the terms and conditions of the SLA.
- b. HMS services are restricted to the cloud hosted infrastructure and Tyler software environment only.
- c. Administration services are restricted to two Tyler environments: one live environment, and one test environment.
 - (1) In cases where additional environments exist, each additional environment will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Tyler does not support, and this HMS Agreement does not include support services for, any third-party product. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third-party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- e. Tyler can deploy the Virtual Message Switch (VMS) in a cloud hosted environment or within the client's environment. The location of the VMS is dependent on state requirements. If the state will not allow the VMS to be hosted in the cloud hosted environment, then the VMS will be deployed on the Client's existing secure state-approved network on virtualized infrastructure.

II. Client Responsibilities:

- a. Client shall install and maintain for the duration of this HMS Agreement a stable business class high-speed internet connection available to connect to the cloud hosted environment and for remote support connections. The connection should provide enough bandwidth and throughput to support existing internet traffic and the additional traffic generated by the Tyler deployment. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.
- b. Client is responsible for all client owned on-premise hardware, networking, peripheral devices, and all other third-party hardware/software.
- c. Client is responsible for installation and maintenance of on-premise Tyler client workstation software.
- d. Client is responsible for its GIS data including:
 - (1) Maintaining its GIS Data using esri ArcGIS Desktop/Pro software
 - (2) Pushing GIS data updates within the Tyler Software