



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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of North Royalton, with offices at 14600 State Road, North Royalton, Ohio 44133 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 10, 2009 ("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. Tyler has adjusted the annual maintenance fees currently due for the Tyler Enterprise ERP Software. Accordingly, invoice #045-369483, dated March 1, 2022, and attached hereto as Exhibit 1 is hereby voided. Tyler will reissue a new invoice for the maintenance term commencing April 23, 2022, and ending April 22, 2023, as set forth in the Amendment Investment Summary attached hereto as Exhibit 2. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, 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.

North Royalton, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1
Invoice

**Remittance:**

Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

| <i>Invoice No</i> | <i>Date</i> | <i>Page</i> |
|-------------------|-------------|-------------|
| 045-369483 | 03/01/2022 | 1 of 2 |

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

Ship To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

| <i>Customer No.</i> | <i>Ord No</i> | <i>PO Number</i> | <i>Currency</i> | <i>Terms</i> | <i>Due Date</i> |
|---------------------|---------------|------------------|-----------------|--------------|-----------------|
| 6651 | 168914 | | USD | NET30 | 03/31/2022 |

| <i>Date</i> | <i>Description</i> | <i>Units</i> | <i>Rate</i> | <i>Extended Price</i> |
|-------------|---|--------------|-------------|-----------------------|
| | SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 18,761.66 | 18,761.66 |
| | SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 3,949.24 | 3,949.24 |
| | SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 1,795.46 | 1,795.46 |
| | SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 3,051.51 | 3,051.51 |
| | SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 4,309.44 | 4,309.44 |
| | SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 3,051.51 | 3,051.51 |
| | SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 3,590.91 | 3,590.91 |
| | TYLER FORM PROCESSING SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 3,989.91 | 3,989.91 |
| | GUI UNLIMITED LICENSE SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 2,700.00 | 2,700.00 |
| | TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 14,757.48 | 14,757.48 |
| | SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023 | 1 | 5,541.52 | 5,541.52 |

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| 045-369483 | 03/01/2022 | 2 of 2 |

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| 6651 | 168914 | | USD | NET30 | 03/31/2022 |
| <i>Date</i> | <i>Description</i> | <i>Units</i> | <i>Rate</i> | <i>Extended Price</i> | |



Announcement

Subject: Tyler Product Name Updates

As one of our valued clients, we are excited to share with you that many of our products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products *do*.

We want to assure you there will be **no change in product functionality or the support and services currently received**; we are simply changing the names of our products. In **February 2022**, you will begin seeing new names used in various documentation and materials, including client support tools, business invoices, tylertech.com, within software applications, etc.

This announcement is to simply make you aware of these changes; no further action is needed on your part. Should you have further questions, please visit our FAQ page at tylertech.com/FAQ.

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
 100% compliance with your software.

| | |
|---------------|-----------|
| Subtotal | 65,498.64 |
| Sales Tax | 0.00 |
| Invoice Total | 65,498.64 |



Exhibit 2

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Justin Almy
 Quote Expiration: 09/06/22
 Quote Name: City of North Royalton, OH -ERP-
 Maintenance Renewal
 Quote Description: Maintenance Renewal

Sales Quotation For:

City of North Royalton
 14600 State Rd
 North Royalton OH 44133-5120
 Phone: +1 (440) 582-6234

Tyler Software and Related Services

| Description | Qty | License | Hours | Module Total | Year One Maintenance |
|-----------------------------|-----|---------|-------|--------------|----------------------|
| Financial Management | | | | | |
| Accounting | 1 | \$ 0 | 0 | \$ 0 | \$ 15,008 |
| Accounts Payable | 1 | \$ 0 | 0 | \$ 0 | \$ 0 |
| Budgeting | 1 | \$ 0 | 0 | \$ 0 | \$ 0 |
| Purchase Orders | 1 | \$ 0 | 0 | \$ 0 | \$ 3,447 |
| Revenue Management | | | | | |
| Accounts Receivable | 1 | \$ 0 | 0 | \$ 0 | \$ 3,159 |
| General Billing | 1 | \$ 0 | 0 | \$ 0 | \$ 1,436 |
| Content Management | | | | | |
| Content Manager Core | 1 | \$ 0 | 0 | \$ 0 | \$ 2,872 |
| Data Insights | | | | | |
| Role Tailored Dashboard | 1 | \$ 0 | 0 | \$ 0 | \$ 2,440 |
| Additional | | | | | |
| Business Objects Bundled | 1 | \$ 0 | 0 | \$ 0 | \$ 4,432 |
| Enterprise ERP Office | 1 | \$ 0 | 0 | \$ 0 | \$ 2,440 |
| Forms Processing | 1 | \$ 0 | 0 | \$ 0 | \$ 3,192 |

| | | | | |
|--------------|-------------|----------|-------------|------------------|
| TOTAL | \$ 0 | 0 | \$ 0 | \$ 38,426 |
|--------------|-------------|----------|-------------|------------------|

Tyler Annual and Related Services

| Description | QTY | Imp. Hours | Annual Fee |
|-------------------------------------|-----|------------|------------------|
| Professional Services | | | |
| System Management Services Contract | 1 | 0 | \$ 11,265 |
| TOTAL: | | 0 | \$ 11,265 |

3rd Party Hardware, Software and Services

| Description | Qty | Unit Price | Unit Discount | Total Price | Unit Maint/SaaS | Unit Maint/SaaS Discount | Total Maint/SaaS |
|-------------------------------|-----|------------|---------------|-------------|-----------------|--------------------------|------------------|
| Tyler Unlimited Client Access | 1 | \$ 0 | \$ 0 | \$ 0 | \$ 2,700 | \$ 0 | \$ 2,700 |
| TOTAL | | | | \$ 0 | | | \$ 2,700 |

Summary**One Time Fees****Recurring Fees**

| | | |
|--|------------------|------------------|
| Total Tyler Software | \$ 0 | \$ 38,426 |
| Total Annual | \$ 0 | \$ 11,265 |
| Total Tyler Services | \$ 0 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 0 | \$ 2,700 |
| Summary Total | \$ 0 | \$ 52,391 |
| Contract Total | \$ 52,391 | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.