



## 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 Watsonville, CA, with offices at 250 Main Street, Watsonville, CA 95076 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 19, 2024 ("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. Not-to-Exceed Pricing.

- a. Section C(2) of the Agreement is hereby amended as follows to contemplate a not-to-exceed pricing model for professional services:
  - i. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. This not to exceed commitment is contingent on your timely meeting of your obligations under this Agreement. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

2. Term.

- a. Section F(1) of the Agreement is hereby amended as follows to reflect a three (3) year initial term:
  - i. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- b. Exhibit B Section 1 of the Agreement is hereby amended as follows to reflect updated SaaS Fees billing during the initial term and any subsequent renewal terms:
  - i. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for year one (1) of the initial term are set forth in the Investment Summary. Notwithstanding anything to the contrary herein, we will not increase annual

SaaS fees by more than five percent (5%) per year in years two (2) and three (3) of the initial term. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.

City of Watsonville, California

By: *Tina Mize*

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

Name: Tina Mize

Name: \_\_\_\_\_

Title: Group General Counsel

Title: \_\_\_\_\_

Date: 8/21/2024

Date: \_\_\_\_\_