

FILED August 23 20 23 at 3:00pm

MARGIE RAMIREZ IBARRA
COUNTY CLERK WEBB COUNTY TEXAS

BY *Michelllegancia* DEPUTY



AMENDMENT

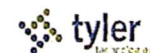
This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Webb County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a Software License and Professional Services Agreement dated September 30, 2014 ("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. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and shall have an initial term of one (1) year. The term will renew automatically for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the end of the then-current term. Payment of fees and costs for such items shall conform to the following terms:
 - a. Annual fees for Electronic Notices, at the rates set forth in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date. Subsequent Electronic Notices fees, at Tyler's then-current rates, shall be invoiced annually in advance.
 - b. Professional services fees shall be invoiced upon completion of the services. Travel expenses, if any, shall be invoiced in accordance with Tyler's Business Travel Policy.
2. Certain functionality within the Electronic Notices software allows for emails to be sent leveraging the Tyler Notify product. Tyler Notify will be hosted by a third-party hosting provider (Amazon Web Services), but Tyler reserves the right to change hosting providers, or self-host the solution, upon notice.
3. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By Client's signature below, Client certifies that it has reviewed and understands said terms. Tyler hereby disclaims any and all liability related to Client's or Client's end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.



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

Webb County, TX

By: Sherry Clark
Sherry Clark (Jul 18, 2023 09:53 CDT)

By: 

Name: Sherry Clark

Name: Tano E. Tijerina

Title: Group General Counsel

Title: County Judge

Date: 07.18.2023

Date: 07.18.2023



Exhibit 1 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.

Software	
Enterprise Justice Software	Annual Fee
Electronic Notices (Up to 50,000 texts annually)	\$15,000
Total Annual Electronic Notices Fee	
\$15,000	
Implementation	
Professional Service (Fixed Costs)	Cost
Project Management	\$1,480
Deployment	\$4,680
Setup, Configuration & Consulting	\$5,920
Training	\$2,960
Total Professional Services Cost	
\$15,040	
Travel Expenses	
Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.	

* Enterprise Justice (Odyssey) Text Notifications
(Includes embedded 3rd party software Twilio)

SaaS fees after year 1 will increase according to the volumes below:

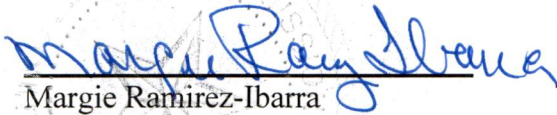
Number of Texts Annually	Annual Cost
Up to 10,000	\$5,000
10,001 to 25,000	\$10,000
25,001 - 50,000	\$15,000
50,001 - 100,000	\$25,000
100,001 - 300,000	\$45,000
300,001 - 500,000	\$50,000
500,001 - 1,000,000	\$70,000
1,000,001 - 1,500,000	\$90,000
1,500,001 - 2,000,000	\$120,000
2,000,001 - 2,500,000	\$125,000
2,500,001 - 3,000,000	\$150,000
3,000,001 - 3,500,000	\$175,000
3,500,001 - 4,000,000	\$200,000

Each additional 100k over 4,000,000 will result in a \$4,000 increase to the current annual fee.

* 1 Text Message = 1 Text Segment, which can include up to 160 characters for GSM Encoding and up to 70 characters for UCS2 Encoding. The following link provides a segment calculator that can assist in calculating the characters and segments being sent per message:
[https://twilio.com/docs/messaging/segment-calculator/](https://twilio.com/docs/messaging/segment-calculator)



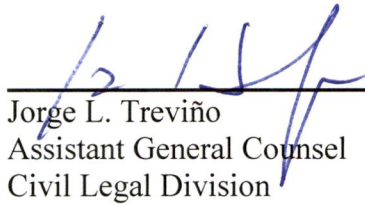
ATTESTED:



Margie Ramirez-Ibarra

Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).