



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 Town of Los Gatos, California, with offices at 110 E. Main Street, Los Gatos, California 95030 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 30, 2022 ("Agreement");

WHEREAS, Tyler and Client have previously entered into an amendment to the Agreement dated January 24, 2023, adding certain conversion services to the Agreement;

WHEREAS, Tyler and Client further amended the Agreement on September 16, 2024, to revise the scope of services, revise the timeline provided in Exhibit E of the Agreement, and to revise certain fees; 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 Client agree to incorporate the above Recitals hereto, and agree as follows:

1. Exhibit A of the Agreement is hereby amended to remove the following unused services totaling \$75,310.00 from the Agreement:
 - a. Sixty-two (62) 40/60 Work Split hours (\$185/hour), at a contract price of: \$11,470; and
 - b. Three hundred four (304) Onsite Implementation hours (\$210/hour), at a contract price of: \$63,840.
2. Exhibit A of the Agreement is further amended to add the services set forth in Exhibit 1, Schedule A, as further described in the Project Change Request attached hereto as Exhibit 2, and the services set forth in Exhibit 1, Schedule B. The exhibits and schedules are incorporated herein. The added services indicated in Exhibit 1, Schedule A, hereby replace the services removed from the Agreement pursuant to Article 1 of this Amendment, and funds previously allocated to the removed services shall be allocated to those added services. All services fees are invoiced as performed.
2. Remote implementation hours previously allocated to the implementation of the Business License module (152 hours) are hereby reallocated for use in any other areas of the project as may be required.

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.
5. The enforceability, invalidity, or illegality of any provision of this Amendment shall not render the other provisions unenforceable, invalid, or illegal.
6. The signatories to this Amendment warrant and represent that each is authorized to execute this Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors, and assigns to comply with the provisions of this Amendment.

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

Tyler Technologies, Inc.

Town of Los Gatos, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Investment Summary consists of two (2) sales quotations, which detail the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date.

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Exhibit 1, Schedule A



Quoted By: Karen Grosset
 Quote Expiration: 05/12/25
 Quote Name: Town of Los Gatos - ERP - Remote Implementation
 Quote Description: Remote Implementation

Sales Quotation For:

Shipping Address:

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	260	\$ 185.00	\$ 0.00	\$ 48,100.00	\$ 0.00
Project Management	144	\$ 185.00	\$ 0.00	\$ 26,640.00	\$ 0.00
TOTAL				\$ 74,740.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 74,740.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

Summary Total	\$ 74,740.00	\$ 0.00
Contract Total	\$ 74,740.00	

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 module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- 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 four (4) 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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Exhibit 1, Schedule B



Quoted By:	Karen Grosset
Quote Expiration:	08/05/25
Quote Name:	Town of Los Gatos - ERP - Additional Hours
Quote Description:	Implementation Hours

Sales Quotation For:

Shipping Address:

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	320	\$ 185.00	\$ 0.00	\$ 59,200.00	\$ 0.00
TOTAL				\$ 59,200.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 59,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 59,200.00	\$ 0.00

Contract Total**\$ 59,200.00**

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.#: _____

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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:

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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.



Exhibit 2
Change Order

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Project Change Request

Client Name: Town of Los Gatos, CA Contract Number: 2021-312326-M4W7L6

Client Project Manager: Sai Kim Requested By (Name): Steve Sharer

Tyler Project Manager: Steve Sharer Change Req. Number: _____

The purpose of this form is to assess the impact of a proposed change to the project. This form is not a legal contract change order or amendment. If the change is approved, a change order or amendment will be drafted and will go through the formal approval process for the client and Tyler to execute the change.

The signatures at the end of this document acknowledge the desire to move forward with a change order or amendment after a full assessment of the impacts of the change.

Description of Proposed Change

Reallocate all Business Licenses hours to be used for Remote Implementation and Project Management. See breakdown below:

Remote (\$185/hr) – Onsite (\$210/hr)

40/60 Work Split – 62 hours at \$185/hr = \$11,470

IMP-ONSITE – 64 hours at \$210/hr = \$13,440

IMP-REMOTE – 152 hours at \$185/hr = \$28,120

Total for Business Licenses hours = \$53,030/185 = **286 hours**

Reallocate FIN-HCM-ET Onsite hours to be used for Remote Implementation and Project Management. See breakdown below:

IMP ONSITE – FIN – move 154 hours

IMP ONSITE – HCM – move 70 hours

IMP ONSITE – ET – move 16 hours

Total onsite hours moving = 240

240*210 = \$50,400/185 = **272 hours**

Total of 556 hours to be split between Remote Implementation hours and Project Management hours – see below

- 412 Remote Implementation hours
- 144 Project Management hours

Impact on Project Scope

None

Impact on Project Schedule

Phase/Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date

Impact on Resources
 Allows for additional Remote Implementation and Project Management hours

Impact on Project Budget
Budget Impact
 None – All changes being made are using hours in the original contract.

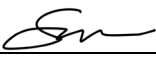
Milestones Impact
 NA

Hours Impact

Phase Name	Training/Impl	Conversion	Forms	Development	Testing
FIN and HCM					

Dollars Impact

Phase Name	Training/Impl	Conversion	Forms	Development	Testing
FIN and HCM					

Client Project Manager:  **Date:** 2/5/2025
Signature Required

Client Project Manager Comments

Tyler Project Manager: _____ **Date:** _____
Signature Required

Tyler Project Manager Comments
 Business Licenses was cancelled. Moving those hours to make available for general remote implementation and project management use. Client has run out of remote implementation hours and needs to transfer some onsite hours to remote.

Sponsorship Acceptance

NOTE: No changes may be made to this project without the agreement of the Client Project Sponsor and/or Steering Committee. Submit endorsed Change Request to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature