



## 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"); 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 as follows:

1. Bid Management, Contract Management, Business Licenses.
  - a. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of July 1, 2024:  
  
Bid Management (\$2,242/year)  
Contract Management (\$2,226/year)  
Business Licenses (\$4,401/year)
  - b. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
  - c. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.
2. Project Timeline. Exhibit E (Statement of Work), Section 11.1, is hereby amended as follows:  
  
Phase 1, Financials  
Start Date – July 2022  
Go-Live Date – February 2025  
  
Phase 2, Human Capital Management  
Start Date – January 2023  
Go-Live Date – February 2025
3. The items set forth in the sales quotations 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, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:



- a. SaaS Fees. As of the first day of the first month following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by \$7,599, with a quarterly payment increase of \$1,899.75. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
  - b. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
  - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
  - d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.
  - e. Hardware Maintenance Fees. The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
4. The cost for the "5yr Detailed GL History Conversion" is hereby changed from \$30,000 to \$25,000.
  5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
  6. 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.

Town of Los Gatos, California

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

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

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

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

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

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

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

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



**Exhibit 1**  
**Amendment Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Jennifer Wahlbrink  
 Quote Expiration: 10/28/24  
 Quote Name: Town of Los Gatos - ERP - Tyler Payments  
 Quote Description: Passing model  
 SaaS Term: 1.00

**Sales Quotation For:**

**Shipping Address:**

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

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Integrations</b>			
Cashiering API	1	40	\$ 3,599.00
SnapLogic - Up to 5 Integrations	1	0	\$ 4,000.00
<b>TOTAL</b>		<b>40</b>	<b>\$ 7,599.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 185.00	\$ 0.00	\$ 1,480.00	\$ 0.00
Remote Implementation	40	\$ 185.00	\$ 0.00	\$ 7,400.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 8,880.00</b>	<b>\$ 0.00</b>

**Payments**

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
<b>Payments - Payer Card Cost - Service Fees</b>										
<b>Enterprise ERP</b>										
Enterprise ERP Payments	General Billing		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Code Enforcement		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Licenses		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Planning		3.95%	\$ 2.50				X	X	
Tyler Enterprise Payments	Permits		3.95%	\$ 2.50				X	X	

<b>Payments - Other Fees</b>										
<b>Enterprise ERP</b>										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

**Payer Card Cost** Per card transaction with Visa, MasterCard, Discover, and American Express.  
**Payer eCheck Cost** Per electronic check transaction.  
**eCheck Rejects** When an eCheck transaction comes back as declined (e.g bounced check)  
**Credit Card Chargebacks** If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	1	\$ 529.00	\$ 0.00	\$ 529.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
<b>TOTAL</b>				<b>\$ 529.00</b>			<b>\$ 180.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 7,599.00

Total Tyler Services	\$ 8,880.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 529.00	\$ 180.00
<b>Summary Total</b>	<b>\$ 9,409.00</b>	<b>\$ 7,779.00</b>
<b>Contract Total</b>	<b>\$ 17,188.00</b>	

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.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

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.





Quoted By: Jennifer Wahlbrink  
 Quote Expiration: 12/01/24  
 Quote Name: Town of Los Gatos-EERP-  
 Additional PM Days  
 Quote Description: 8-6-24 Town of Los Gatos, CA -  
 Additional PM Hours

**Sales Quotation For:**

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

**Shipping Address:**

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Non-Billable PM Hours	16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Project Management	60	\$ 185.00	\$ 0.00	\$ 11,100.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 11,100.00</b>	<b>\$ 0.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 11,100.00	\$ 0.00

Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 11,100.00</b>	<b>\$ 0.00</b>
<b>Contract Total</b>	<b>\$ 11,100.00</b>	

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