



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 Prosper, Texas, with offices at 250 W. First Street, Prosper, Texas 75078 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 23, 2021 ("Agreement"); and

WHEREAS, the Term of the Agreement expires February 28, 2026 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. Term. The term of the Agreement is hereby renewed for a five (5) year term commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term").
2. Third Party SaaS. The Third Party SaaS applications indicated in Exhibit 1 are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date. The term shall align to the current term under the Agreement.
3. Payment Terms.
 - a. Annual fees (SaaS and annual services) are invoiced annually in advance, beginning on the commencement date of the Renewal Term. The annual fees for the Renewal Term are indicated in Exhibit 1. Subsequent annual fees shall be at then-current rates.
 - b. Year 1 Third Party SaaS fees shall cover the period commencing the first day of the first month following the Amendment Effective Date and ending February 28, 2027. The year 1 fees (\$70,000) are invoiced on the Amendment Effective Date. Commencing March 1, 2027, Third Party SaaS fees shall be invoiced annually in advance. Third Party SaaS fees through the end of the Renewal Term are indicated in Exhibit 1. Thereafter, Third Party SaaS fees shall be at then-current rates.
 - c. Professional Services fees, along with applicable expenses, if any, are invoiced as performed and/or incurred.
4. Users Limits. The SaaS fees may be based on user limits indicated in Exhibit 1 and the Agreement, with Exhibit 1 controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. 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 Prosper, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment 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 Amendment Effective Date.

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Quoted By:
Quote Expiration:
Quote Name:

Miguel Aleman
11/30/25
EPL SaaS Renewal w/DigEplan
Standard

Sales Quotation For:

PROSPER, TX TOWN OF
250 W 1ST ST
PROSPER TX 75078-2759

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		\$ 169	77	\$ 156,156
Business Management Suite - Per User		\$ 169	10	\$ 20,280
Enterprise Environmental Health		\$ 149	9	\$ 16,092
Civic Access - Environmental Health		\$ 625	1	\$ 7,500
Tyler Cashiering for EPL		\$ 0	1	\$ 0
Enterprise Permitting & Licensing Extensions				
GIS Site License		\$ 1,583	1	\$ 19,000
Enterprise Permitting & Licensing Mobile		\$ 49	29	\$ 17,052
e-Reviews		\$ 1,000	1	\$ 12,000
Community Development API Toolkit		\$ 725	1	\$ 8,700

Civic Access - Community Development	\$ 589	1	\$ 7,074
Community Development Executive Insights	\$ 583	1	\$ 7,000
Civic Access - Business Management	\$ 580	1	\$ 6,960
Decision Engine	\$ 580	1	\$ 6,960
Advanced Automation Bundle	\$ 305	1	\$ 3,658
Report Toolkit	\$ 200	1	\$ 2,400
Core Foundation Bundle	\$ 160	1	\$ 1,919
Sub-Total:			\$ 292,751
<u>Less Discount</u>			<u>\$ 62,453</u>
TOTAL	1.00		\$ 230,298

Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	\$ 40,000
Hosted Report Management (per user)	1	\$ 1,500
Sub-Total:		\$ 41,500
<u>Less Discount:</u>		<u>\$ 8,500</u>
TOTAL:		\$ 33,000

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - DigEplan Standard	132	\$ 225	\$ 29,700	\$ 0
Project Manager Services - DigEplan Standard	32	\$ 225	\$ 7,200	\$ 0
TOTAL:			\$ 36,900	\$ 0

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
DigEplan Standard - 5 Additional Named Users	3	\$ 0	\$ 0	\$ 0	\$ 33,000	\$ 3,000	\$ 30,000
DigEplan Standard - Up to 20 Named Users	1	\$ 0	\$ 0	\$ 0	\$ 44,000	\$ 4,000	\$ 40,000
TOTAL				\$ 0			\$ 70,000

Summary

One Time Fees

Recurring Fees

Total SaaS		\$ 230,298
Total Services	\$ 36,900	\$ 33,000
Total Third-Party Hardware, Software, Services	\$ 0	\$ 70,000
Summary Total	\$ 36,900	\$ 333,298
Contract Total	\$ 370,198	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

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) delivery 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.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Payment Terms:

Year 1 SaaS and Hosted Report Management Recurring Services Fees effective 3.1.26. Year 2, Year 3, Year 4, and Year 5 SaaS Fees are renewed annually according to "EP&L SaaS Fee Schedule" below for details. Year 6 and beyond are renewed annually thereafter at then-current rates.

Year 1 3rd Party SaaS Fees (DigEplan Standard), effective on the first day of the first month following execution, invoiced in full. Year 1 3rd party SAAS term is 15 months. Year 2 3rd Party SaaS fees renewed at no more than 3.5% increase and is prorated to align with the existing agreement. Year 3 through Year 5 3rd Party SaaS Fees renewed annually at no more than 3.5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "DigEplan Fee Schedule" below for details.

Year 1 Assist Basic Recurring Services Fee is effective 3.1.26. Year 2-Year 5 Assist Basic Recurring Services Fee is renewed annually at no more than 5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "Assist Basic Fee Schedule" below for details.

Proposal Includes:

New SaaS Fees:

Upgraded EP&L-ESRI GIS Integration Fee to a Site License

- No longer required to adjust this integration fee each time a new EP&L user is added.

Advanced Automation Bundle

- Enables ability to create custom Intelligent Objects (IO's), Intelligent Automation Agent (IAA's), & GeoRules

Core Foundation Bundle

- Access to Tyler Hub
- Standard SSRS reports & documents
- Standard EP&L Automations (IO's, IAA's, GeoRules)

Report Tool Kit

- Provides Tyler-maintained SQL views to assist in-house report developers with understanding connections between EP&L database tables; Available on request through EP&L Support

New 3rd Party SaaS Fees:

DigEplan Standard - Up to 35 Named/Defined Users

- Access to Avolve Software's DigEplan Standard markup tool
 - Integration with EPL Review Coordinator/eReviews
- Avolve GIS
- Doc Composer
- APIs/Web hooks
- Markup Calculator
- Custom Data Fields
- Advanced Markup Library
- Avolve Insights (when available)
- Online Plan Submission
 - Integration with EP&L Civic Access
- Additional users may be purchased in increments of 5 as needed at then-current rates.

New Recurring Services Fees:

Hosted Report Management

- Allows access to hosted SSRS reporting environment for up to 2 named users, OR
- Allows for daily delivery of EP&L PROD environment backup via SFTP

New One-Time Professional Services Fees:

Professional Services Hours - 164 Total

- Project Management - 32 hours
- Analysis & Configuration - 108 hours
- Training (End-User & Admin) - 12 hours
- Go-Live Support - 12 hours

Renewed Recurring Services:

EP&L Assist Basic

- Professional Implementation Consulting Services
 - Up to **120 hours** of remotely delivered services to be used for ad-hoc training, best practice consulting, and modifications/enhancements to live business process configuration.
 - Does not include the implementation of new processes.
- Client Services Account Manager (CSAM)
 - Recurring bi-weekly check-in calls with a dedicated resource to provide upgrade planning assistance, general guidance, and assistance with client's prioritized support tickets.
- Tyler Connect
 - 1 complimentary registration per year; travel expenses not included
- Business Process/Best Practice Review
 - 1 complimentary 3-day site visit from an EP&L Assist Implementation Consultant every **36 months**; Travel expenses not included.
 - First site visit can be requested after 6 months of initial engagement from the Assist team.
- Virtual Learning Labs:
 - **Not included**

EP&L SaaS Fee Schedule:

Year 1 = \$231,797 (3% + NEW) – This includes 3% base increase + Hosted Report Management + GIS adjustment

Year 2 = \$239,910 (3.5% increase)

Year 3 = \$248,307 (3.5% increase)

Year 4 = \$256,998 (3.5% increase)

Year 5 = \$265,993 (3.5% increase)

DigEplan Fee Schedule:

Year 1 = \$70,000.00 (15 months)
Year 2 = \$72,450 (3.5% increase)
Year 3 = \$74,986 (3.5% increase)
Year 4 = \$77,611 (3.5% increase)
Year 5 = \$88,327 (3.5% increase)

Assist Basic Fee Schedule:

Year 1 = \$31,500.00 (5% increase)
Year 2 = \$33,075.00 (5% increase)
Year 3 = \$34,728.75 (5% increase)
Year 4 = \$36,465.19 (5% increase)
Year 5 = \$38,288.45 (5% increase)