

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT OF THE AGREEMENT BETWEEN WALLER COUNTY AND TYLER TECHNOLOGIES, INC FOR THE TAX PRO SAAS RENEWAL

This Amendment of the Agreement is entered into and effective as of the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas, a political subdivision of the State of Texas (“County”), and Tyler Technologies, Inc., a Delaware corporation with its principal place of business at One Tyler Way, Moraine, Ohio 45439 (“Contractor”) (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County and Contractor are Parties to the original agreement (“Agreement”) approved by the Waller County Commissioners Court on May 30, 2012, attached hereto and incorporated herein for all purposes as Exhibit A;

WHEREAS, Contractor requests a price increase for the “SaaS Period” beginning January 1, 2026 through December 31, 2026, as provided in Exhibit B, attached hereto and incorporated herein for all purposes;

WHEREAS, the County desires to amend the Agreement so that it no longer automatically renews at the end of a “SaaS Period” or “Subsequent Period of Agreement”;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the contract as follows:

SECTION 1. AMENDMENT

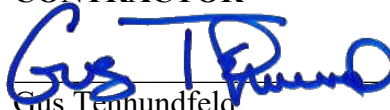
- 1.1 The price for the SaaS Services for the Subsequent Period of Agreement beginning on January 1, 2026 and continuing through December 31, 2026 will increase to forty thousand nine hundred and ninety dollars (\$40,990.00).
- 1.2 At the conclusion of the Subsequent Period of Agreement beginning on January 1, 2026 and ending on December 31, 2026, and continuing thereafter, the Agreement shall not automatically renew.
- 1.3 Following this Amendment, the County shall have the option to successively renew the Agreement for one year renewal periods (the “Renewal Term”) by written renewal agreement and mutual approval of the Waller County Commissioners Court and Tyler Technologies, Inc.
- 1.4 Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.
- 1.5 Signatories represent and warrant that they have the authority to bind the respective Parties.

WALLER COUNTY

Carbett “Trey” Duhon, III
Waller County Judge

Date: _____

CONTRACTOR


Gus Tennundfeld
Manager - Inside Sales

Date: July 1, 2025

EXHIBIT A

Articles of Agreement – Software as a Services
WALLER COUNTY, TEXAS

10

AGREEMENT FOR SOFTWARE
AND
PROFESSIONAL SERVICES
BETWEEN
TYLER TECHNOLOGIES, INC.
AND
WALLER COUNTY, TEXAS

THIS AGREEMENT is made by and between Waller County, a political subdivision of the State of Texas, hereinafter referred to as the "County" and/or "Client,"

AND

Tyler Technologies Inc., a company formed under the laws of the State of Delaware, and authorized to do business in the State of Texas, hereinafter referred to as the "Company" or "Tyler," with offices located at 6500 International Parkway, Suite 2000, Plano, TX 75093.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to transition the County's Property Tax Collection solution to the Company's hosting facility; and

WHEREAS, the Company is agreeable to hosting the ORION Tax solution in its secure hosting facility and providing to the County access to ORION as a Software as a Services (SaaS) solution;

NOW THEREFORE, it is hereby agreed that the Company shall provide the professional services contained in this Agreement, for and in consideration of the foregoing promises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows.

1. SERVICES TO BE PROVIDED

1.1. PROJECT IMPLEMENTATION

- (a) Professional Services. Attached hereto as Exhibit 2 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in Exhibit 2 will be billed at Tyler's then current services rates.
- (b) Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.
- (c) Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.
- (d) Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 8) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

1.2. INSTALLATION OF THE ORION SOFTWARE

- (a) Tyler shall use commercially reasonable efforts to promptly install the Orion Software on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Orion Software is properly installed, and upon completion, shall deliver written instructions for accessing the Orion Software to Client.

1.3. VERIFICATION OF THE ORION SOFTWARE

- (a) Verification Procedure. Upon installation of the Orion Software, Tyler shall perform its standard test procedures and shall certify to Client that the Orion Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation

shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.

- (b) Certification Final. Tyler's certification that the Orion Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.
- (c) Use. Notwithstanding anything to the contrary herein, Client's use of the Orion Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

1.4. TRAINING

- (a) To the extent that training services are included in Exhibit 2, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Orion Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Orion Software as set forth in Exhibit 2. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Orion Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Orion Software.

2. CONTRACT DOCUMENTS

This Agreement and the attached Exhibits comprise the contract documents.

3. PERIOD OF AGREEMENT

This Agreement shall be for a twelve (12) month term and shall commence on January 1, 2012 (prorated per the date of actual execution) and continue through December 31, 2012.

Subsequent Period of Agreement. Additional Support Periods shall automatically begin (renew) at the end of each previous SaaS Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the SaaS Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Company may increase or decrease prices for SaaS Services to be effective at the beginning of any renewal of a SaaS Period by providing the County written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates as listed in Exhibit 2 – 'Time and Materials Rates', for additional Services not specifically listed in this Agreement, and as authorized by the County, by providing written notice of such change at least 60 days prior to performing such Services.

Time of Performance. The Company's time of performance of the Agreement is contingent upon the performance of the County responsibilities contained in the System Support Services and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control. Occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date and waiver of penalty provisions should such occurrence materially increase the degree of difficulty of project execution. If the County fails to make timely deliveries of such information, the Company's obligation to perform the services provided in this Agreement shall be suspended until such information is received.

4. COMPENSATION

The total financial obligation of the County to the Company for the Software as a Service (SaaS) is listed in Exhibit 2 – Payment Schedule. All applicable sales tax, use tax or excise tax shall be paid by the County and shall be paid over to the proper authorities by the County or reimbursed to the Company on demand in the event that the Company is responsible or demand is made on the Company for the payment thereof. If tax exempt, the County must provide the Company with its tax exempt number or form.

Upon the signing of this Agreement and each subsequent year through the end of the term of this Agreement, the County will remit to the Company the Software as a Service (SaaS) fees as shown in Exhibit 2 – Payment Schedule, with payment due ten (10) days prior to the end of each year. Tyler will invoice the County in accordance with the terms of this Agreement.

Tyler understands and agrees that the funding of this Agreement contained in the County's annual fiscal budget is subject to approval of the Commissioners' Court of Waller County, Texas (the "Court"). Tyler further understands and agrees that if for any reason the Court withdraws funding, reduces funding, or elects not to include sufficient funds in any of the County's annual fiscal budgets, or fails to approve a budget for the County that includes sufficient funds for the continuance, renewal, or extension of this Agreement, then this Agreement shall terminate and the County shall have no further obligation to Tyler other than payment for Services performed by Tyler up to and including the date of termination. Tyler agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

THE COUNTY ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATION LISTED IN EXHIBIT 2 – PAYMENT SCHEDULE IS CONTINGENT ON THE COUNTY'S PAYMENT OF SAAS FEES. IF THE COUNTY FAILS TO REMIT ANY REQUIRED SAAS FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, TYLER SHALL HAVE THE RIGHT TO, AT ITS SOLE DISCRETION, SUSPEND ACCESS TO THE HOSTED

APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO THE COUNTY OF ITS INTENT TO SUSPEND ACCESS.

Additional compensation that may be due the Company as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the year subsequent to the year in which the services were provided.

During the SaaS period, the Company will design, test, document and deliver any amendments or alterations (the "Amendments") to the Company's software that are necessary to correct or avoid any defect in the Company's software which is present at the time of delivery, or is discovered during client usage, and affects performance of the Company's software in accordance with the functions set forth in the Scope of Services. The Company shall only be responsible to correct defects, which are documented or submitted writing during the maintenance period. Oral notification or other unwritten complaints will not constitute notice under this section.

5. **INDEPENDENT CONTRACTOR**

The relationship of the Company to the County shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6. **LICENSING**

The Company shall meet any and all federal, state and local licensing and/or regulatory requirements applicable to the provision of services as described herein whether specifically mentioned or not. The Company shall be responsible for any and all costs associated with licensing and/or permits that may be required in conjunction with this Contract.

7. **INDEMNIFICATION AND INSURANCE**

Except as provided below, the Company agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, even if due to the negligence of the party released.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the County to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Texas and shall provide employer's liability insurance in the amount of \$100,000.

Upon the request by the County, Certificates of Insurance shall be supplied to the County by the Company detailing the above coverages. These certificates will be issued by a carrier authorized to do business within the State of Texas.

8. FORCE MAJEURE

Neither party shall be liable to the other for any loss, damage, failure, delay, or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay, or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

9. EMPLOYMENT LAWS

The Company shall comply with all the applicable provisions of Federal and Texas laws, rules, and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

10. **CONFLICT OF INTEREST**

The Company covenants that it has no public or private interest, nor will it acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Company in connection with any work contemplated or performed relative to this Contract.

11. **SUBCONTRACTS**

The Company agrees not to subcontract any of the work required by this Agreement without the prior written permission of the County. The Company agrees to be responsible for the accuracy and timeliness of any work submitted in the fulfillment of its responsibilities under this Agreement, including work by subcontractors.

12. **ASSIGNMENT OF AGREEMENT**

The Company agrees not to assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title, or interest in this Agreement without the previous consent and written approval of the County.

13. **GOVERNING LAW**

This Agreement shall be interpreted under the substantive law of the State of Texas, as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Texas change, so as to create additional work for the Company not provided for in this Agreement, the Client shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

14. **CONFLICT**

In case of conflict between the terms of this Agreement and the terms of the Scope of Services, the terms of this Agreement shall control.

15. **ENTIRE AGREEMENT**

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the County.

16. **SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. TERMINATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise is provided for in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the software that the County licensed prior to this SaaS Agreement shall remain with the County under the terms of the prior license agreement. In the event of termination or cancellation prior to the expiration of the then current year, the County shall pay a one-time termination or cancellation fee equal to the remaining balance due for that SaaS year as described in Exhibit 2 – Payment Schedule.

Further, in the event of termination or cancellation, the County will be responsible for payments made by the Company, or payments due from the Company, to any third parties for the purchase of systems software, other third party software or hardware delivered to the County's site as of the date of termination or cancellation.

18. PATENT AND COPYRIGHT INFRINGEMENT

The Company will hold the County, its agents, and employees harmless from all claims and suits against it or them arising from any unauthorized use, violation, or infringement of any copyright, patent, or patent right attributable to program products provided under this Agreement and will indemnify the County, its agents, and employees if in any such suits they are adjudged to be in violation of such patents or copyrights, and damages have been judicially assessed against it or them, including all costs of such litigation or threatened litigation.

The County agrees to notify the Company of all claims of any program products provided hereunder that infringe a patent or copyright. If notified promptly in writing of any action (and all prior claims relating to such actions) brought against the County based on a claim that said program products infringe a patent or copyright, the Company will defend such action at its expense and will pay the cost and damages awarded in such action, provided that the Company will have sole control of the defense of such action and all negotiations for its settlement or compromise.

19. SOFTWARE OWNERSHIP

19.1 In consideration for the SaaS Fee, which shall be due and payable as set forth in Exhibit 2, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable right-to-use (and sublicense with respect to the Embedded Third Party Software) the Orion Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS RIGHT-TO-USE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS RIGHT-TO-USE AND DENY CLIENT ACCESS TO THE ORION SOFTWARE IF CLIENT FAILS TO

REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE RIGHT-TO-USE.

19.2 User Subscription. Unless otherwise specified on the Investment Summary: (a) the right-to-use the Orion Software is granted as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Orion Software.

19.3 Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Orion Software or (b) sublicense, transfer, rent, or lease the Orion Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

19.4 Embedded Third Party Software. The right-to-use set forth in Section 19.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

19.5 Title.

- (a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Orion Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.
- (b) All training materials shall be the sole property of Tyler.
- (c) All Client data shall remain the property of Client. Tyler shall not use

Client data other than in connection with providing the services pursuant to this Agreement.

20. **SOFTWARE SUPPORT**

(a) **Maintenance Support**

The Company warrants that its software, when operated in the Company's secure hosting facility, will operate according to the then-current on-line help.

(b) **Client Modifications**

The County shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make.

(c) **Client Negligence**

At any time during the Period of Agreement the Company shall not be required to correct any defects in any of the Company software caused by the County's negligence, improper operation of the Company's software, or other improper action by the County operating the Company's software.

(d) **Disclaimer**

The Company shall have no liability under the warranty except the correction or avoidance of defects as defined as "System Errors" in the System Support Services, Exhibit 1.

THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. THE COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH OTHER REPRESENTATIONS AND WARRANTIES. CORRECTION OF DEFECTS BY THE COMPANY IN THE MANNER PROVIDED IN ARTICLE 4, (COMPENSATION), SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES TO THE COUNTY IN RESPECT OF ANY DEFECTS IN THE SOFTWARE, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LOSS OF BUSINESS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. REGARDLESS OF ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY, THE COMPANY WARRANTS AND GUARANTEES THE TITLE TO AND THE OWNERSHIP OF ALL MATERIAL AND PROPERTY, INCLUDING A NON-TRANSFERRABLE AND NON-EXCLUSIVE LICENSE TO USE ITS PROPRIETARY SOFTWARE, FURNISHED BY THE COMPANY TO THE COUNTY UNDER

THE TERMS HEREOF, AND WARRANTIES THAT IT IS CAPABLE OF AND
SUFFICIENT TO ACCOMPLISH THE TASKS FOR WHICH IT IS SUPPLIED.

21. **NON-SOLICITATION**

During the Period of Agreement (Article 3) and for a period of six months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.

22. **OWNERSHIP OF DATA**

Data and used in the computer system described herein will remain the property of the County and no use will be made thereof beyond that listed in this Agreement without the written permission of the County. All files, records, tapes, cards, and other information in whatever form created as a result of this Agreement will be the exclusive property of the County.

23. **CONFIDENTIALITY**

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this 30th day of May 2012.

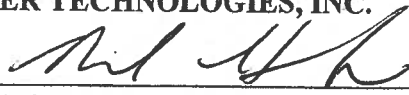
COUNTY OF WALLER, TEXAS

BY: 

WITNESS



TYLER TECHNOLOGIES, INC.

BY: 
Mark Hawkins
Director of Implementation and Orion

10

EXHIBIT 1
ORION SOFTWARE AS A SERVICE
SERVICE LEVEL AGREEMENT

EXHIBIT 1
Tyler Technologies, Inc.
ORION SaaS SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean ORION Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 5:15 p.m. (CST) on Business Days.

CST shall mean Central Standard Time and, where applicable, Central Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to SaaS Operations Support for the ORION solution.

ORION Application support calls are handled by the ORION Application Support Teams. All service levels are based on attainment rates shown below and calculated on a yearly basis on the following summary chart and explanations.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. CST Mon-Fri 6:00 a.m. to 3:00 p.m. CST Sat	99%
Application Availability – Yellow	4:00 a.m. to 6:00 a.m. CST Mon-Fri 9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 8:00 a.m. to 12:00 p.m. CST Sun 5:00 p.m. to 12:00 a.m. CST Sun	No SLA
Application Availability – Red	12:00 a.m. to 4:00 a.m. CST Mon – Sat 12:00 p.m. to 5:00 p.m. CST Sun	No SLA
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of “live” and “test” databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	<u>Nightly</u>	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime and scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a year to determine percentage of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 94%, a credit of 5% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which caused the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

2. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

All requests / issues should be logged by calling the ORION Support Department (877.874.6338) by simply following the recorded instructions, or via the Tyler Customer Portal (TCP) at <http://support.tyler-tsg.com/>. Users will need to request a user name and password by clicking the link on the website before using the TCP. Support hours are 8:15 AM to 5:15 PM CST. Voice messages may be left after hours. Incidents can be entered/tracked via the TCP 24 hours a day.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through ORION Support Department will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 3% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 95%, a credit of 3% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

3. Support Call Response:

The following outlines the standard support provided by Tyler Technologies, Inc. for the following software systems installed in the Company's SaaS environment, for the time period specified in the Articles of Agreement.

System	Module
ORION	Collections
ORION	Certified Roll Import Third-Party Vendor
ORION	Mortgage Company/Electronic File Processing
ORION	cPayments

Table 1

The software systems listed in Table 1 shall be known as the "base system." Any additional support, modifications, or services needed on the system as it is installed in the SaaS hosting center site which are not expressly included in this Agreement, are outlined in an additional service level agreement or are provided at time and materials rates.

Modifications to the ORION code and ORION reports written by the Company for a specific client or group of Counties are considered part of the base system and, as such, the terms of this Agreement apply.

Terms and Definitions

The following is a list of common terms used in this Support Agreement:

Base System

The Software, as listed in Table 1 above, running in the Company's SaaS Hosting environment.

System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the ORION User Guide (also referred to as "issues" or "bugs"). Note: Slow response time or system failure due to the County's network administration is not covered.

Updates

Unlimited distribution of revisions to the base system source code that fixes errors and (or) includes enhancements that are will be applied to the County's SaaS solution according to the published updates schedule.

Maintenance or Maintain

Providing support and updates for the base system only.

Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Articles of Agreement.

Business Day(s)

The days and hours the Company operates, defined as Monday through Friday (excluding Tyler holidays) between the hours of 8:15 AM and 5:15 PM CST.

Hot Line Support

During the coverage period, the Company will provide phone support for the base system. This support will provide assistance (via phone or delivered documentation) in determining the root cause of system errors (whether user error, operation related error, or base system software) and the response as outlined below. The Hot Line is also available for questions on normal operation of the base system.

Hot Line Number

877.874.6338

Hot Line Hours

The Hot Line is available from 8:15 A.M. to 5:15 P.M., CST, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) business day minimum notice and may require additional charges.

Hot Line Support Considerations

The Company shall respond to the County's request for telephone assistance within one (1) working hour from the initial call, when placed during business hours.

- The Company shall take steps to have the system error fixed, or determine an appropriate workaround via phone or dial-up as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Issue Resolved</i>
Critical (1)	Software is inoperable for all County users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High (2)	Issue affects daily processing or day-to-day functions of the County. Issue affects a large group of County users and has no appropriate work-around.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium (3)	Issue affects a small group of users and does not affect day-to-day processing or has an appropriate work-around.	Client is contact within 1 hour.	Within 6 -- 8 weeks, or an agreed upon due date.
Other (4)	Issue affects 1 County user and is non-critical to daily processing.	Client is contacted within 1 hour.	In a future Release, or an agreed upon due date.

- If the cause of the problem is not an actual bug within the base system, the Company will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

Online Support

During the coverage period, the Company will provide access to the ONYX System on the Internet in order for the County to have 24 hour, 7 day access to answers to base system questions and to log

base system issues.

Modification and Change Procedure

Additional changes to the base system can be requested. These changes shall be submitted in writing to the Company and cost estimates will be provided. Once the County agrees to the cost estimate, a separate Contract will be drafted for acceptance by the parties.

Updates

Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

- (1) Program modifications required due to legislative changes.
- (2) Program changes required to use Tyler's standard forms.
- (3) Fixes to reported software problems.
- (4) General enhancements to covered Software, which Tyler deems to be included in the standard system.
- (5) Improvements and revisions to reference manuals or documentation

Legislative Changes

The Company will provide up to 80 base system programming hours per calendar year of the Agreement, per State, in order to comply with State legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

Data Ownership

The County owns the data stored and processed on the base system. During normal support, the Company will be exposed to this data and will take all measures to ensure the confidentiality of the data.

Backups and Recovery

The Company will perform system (OS) and/or database (SQL) backups.

Dependent Software Licenses

The County is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products. Depending on the ORION configuration, these 3rd party products can include Windows, Internet Information Server (IIS), SQL Server, Adobe Acrobat, various Internet components and any necessary ESRI and/or Pictometry licenses.

Server Operations

The Company will be responsible for on-site operational support of the ORION application server(s). Tasks will include performing system backups, system restarts, and providing on-site troubleshooting.

Out of Scope Items

The following are examples of items that are **not** included in this Agreement. The Company will provide such services as requested by the County. Time and Materials rates will apply for such services. They are:

- Resolution of problems that arise out of the County's misuse of the system.
- Creating ad hoc reports or new ORION reports.

- Modification of the ORION code, incremental to modifications covered under this Agreement.
- Modification of ORION reports, incremental to modifications covered under this Agreement.
- Updates to ORION cost tables, tax rate tables, etc.
- Onsite training, incremental to training covered under this Agreement.
- Process and procedures that could otherwise be performed by a non-technical ORION user during the County's business cycle.
- Errors and problems that arise out of the County's modification of the base system code.
- Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement. Such support would need to be provided under a separate agreement.

Additional Support

No other additional support outside this Scope of Services is given unless stated in the Articles of Agreement. Additional support or services (such as those listed above) can be requested and will be billed at the Company's then prevailing time and materials rates

4. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, home directories

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its yearly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the prorated yearly amount shall be credited to the next annual payment.

If actual attainment is less than 90%, a credit of 4% of the prorated yearly amount shall be credited to the next annual payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated yearly fee for any one year. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following year, and, because of the time reasonably needed to perform any such correction, the year in which the correction occurs may also fall below the agreed upon service levels.

2012 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2012 are as follows:

- Onsite Training – \$150/hour plus travel costs. Travel costs include expenses for food, lodging, and transportation
- Online Training – \$1,000. This is online training (i.e., Webinars) in lieu of onsite training.
- Programming Rate – \$165/hour

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

EXHIBIT 2
ORION SOFTWARE AS A SERVICE
PAYMENT SCHEDULE

EXHIBIT 2
ORION SaaS
Payment Schedule

The County will pay to Tyler a yearly SaaS Software and Hosting fee according to the schedule identified below:

Table 1

SaaS Software and Hosting Fee	Amount	When Invoiced
Yearly	\$22,788	Due 10 days prior to the start of the month following the go-live date. The invoice amount will be equal to the SaaS Hosting Fee less amount previously paid for 2012, prorated for the remainder of 2012. Subsequent invoices for additional Support Periods will be due ten (10) days prior to the beginning of each year.

The yearly software and hosting fees are due ten (10) days prior to the beginning of each year as shown above.

Table 2

Professional Services	Amount	When Invoiced
One time cost for Project Startup, Configuration, Training (approx. 136 hrs) and Data Transformation	\$42,510	January 1, 2013

EXHIBIT B



One Tyler Way
Moraine, Ohio 45439

P: 800.800.2581
F: 937.278.3711

April 29, 2025

Ms. Carolyn Miedke, Tax Assessor-Collector
Waller County Tax Office
730 9th Street
Hempstead, Texas 77445
c.miedke@wallercounty.us

Re: 2026 Assessment & Tax Pro SaaS Renewal

RENEWAL NOTICE

Dear Ms. Miedke:

The County's current Property Tax Pro Software as a Services Agreement runs through December 31, 2025. Article 3 "Period of Agreement", "Subsequent Period of Agreement" of the agreement provides that additional SaaS Periods shall begin (renew) at the end of each previous Period and end one year later unless (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the then current Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Agreement allows Tyler to increase or decrease prices for SaaS Services to be effective at the beginning of any renewal of a Period by providing the County written notice of such change at least 60 days prior to such renewal. This Letter provides notice of the prices for the SaaS Services for the Period of Agreement from January 1, 2026 through December 31, 2026.

Below is a breakdown of those services and this term's corresponding fees:

SaaS Services:

Property Tax Pro	\$40,990.00
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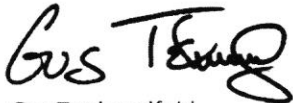
The total fee for the above services provided under this Agreement is **FORTY THOUSAND NINE HUNDRED NINETY DOLLARS (\$40,990.00)**. Tyler will invoice the County in one (1) installment on or about December 1, 2025. Any additional services requested by the County will be charged at our then-current Time and Material rates.

Both parties agree that the Terms & Conditions of the original contract's Articles of Agreement and Scope of Services remain in full force and effect for the term of this renewal.

Tyler will notify the County at least sixty (60) days prior to this renewal's expiration of any changes to the fees for the Maintenance Services for the following renewal period. The County shall notify Tyler at least thirty (30) days prior to the expiration of this renewal should the County choose not to renew this agreement for the 2027 period.

Tyler appreciates our current business relationship and we again thank you for your continued confidence in our ability to provide professional services to Waller County Tax Office. If you have any questions, please contact me at 1-800-800-2581, ext. 1924, or via email at gus.tenhundfeld@tylertech.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Gus Tenhundfeld". The signature is stylized with a large "G" and a cursive "T".

Gus Tenhundfeld
Inside Sales Manager