Maintenance and Support Renewal Amendment

This Amendment is attached to and made part of the contract dated on or about May 15, 2014 ("Agreement") between The City of Killeen, Texas ("You", "Your", and similar) and Tyler Technologies, Inc. ("We", "us", and similar). This Amendment is effective as of the date your authorized representative signs below ("Effective Date"). We will provide you with maintenance and support services for the Tyler Software licensed to you under the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All terms and conditions of the Agreement not herein amended or superseded shall remain in full force and effect.

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences April 1, 2024, and remains in effect for three (3) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. <u>Maintenance and Support Fees</u>. Your initial maintenance and support fees, as listed in the proforma attached hereto as <u>Exhibit A</u> are due upon the Effective Date. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. Fees for subsequent terms are subject to change but will not increase by more than five percent (5%) per year for three (3) years from the Effective Date.

3. <u>Termination</u>. If you terminate the maintenance term prior to the expiration of the initial three-year term, the fees owed for annual maintenance and support plus five percent (5%) annual increases for the remainder of the term shall be due and payable within thirty (30) days of your written notice.

4. <u>Maintenance and Support Services</u>. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process, perform our maintenance and support obligations as outlined in the Agreement. A copy of our current Support Call Process is attached hereto as <u>Exhibit B</u>.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.   City of Killeen, TX

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Exhibit A
Proforma

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
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To: CITY OF KILLEEN
INFORMATION TECHNOLOGY
P.O. BOX 1329
KILLEEN, TX 76540-1329
United States

Ship To: CITY OF KILLEEN
INFORMATION TECHNOLOGY
P.O. BOX 1329
KILLEEN, TX 76540-1329
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 49443		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	Contract No.: Killeen, TX				
1	Renewal: Incode Court Case Management Suite **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	61,295.01	61,295.01
2	Renewal: Incode Content/Document Management Suite - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	8,564.85	8,564.85
3	Renewal: System Software - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	2,069.36	2,069.36
4	Renewal: Secure Signatures - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	0.00	0.00
5	Renewal: Output Director - Existing Customers -Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	0.00	0.00
6	Renewal: Tyler Content Manager Standard Edition -TCM SE - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	0.00	0.00
7	Renewal: Jury Data Import (Generic Interface) - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
8	Renewal: Collection Agency Export Interface - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00

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No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
9 Renewal: Caseless Warrant Program - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
10 Renewal: Centralized Cash Collections - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
11 Renewal: Criminal Court Case Management - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
12 Renewal: Officer Email Notification (Generic Interface) - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
13 Renewal: Court Incode Web Services/ API - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
14 Renewal: Citation Issuing Device Interface - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
15 Renewal: Incode Scheduling - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
16 Renewal: GIS/ Street Index Import - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
17 Renewal: General Ledger (non-Incode) Interface - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00

![tyler technologies logo]

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No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18 Renewal: Refund Process Interface to H.T.E - Maintenance **Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months** :	1	EA	0.00	0.00
19 Renewal: Court Case Resolution Bundle **Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	0.00	0.00
20 Renewal: Defense Attorney Access **Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	5,000.00	5,000.00
21 Renewal: Court Public Access **Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months**	1	EA	5,000.00	5,000.00

Does not include any applicable taxes	Order Total:	81,929.22

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:
(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking
Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.