

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-353-SS**

AMENDMENT NUMBER 1

This **Amendment Number 1** ("Amendment") is made on the date of execution by the County and amends Agreement No. 17-353-SS dated October 26, 2017 made between **Tyler Technologies, Inc.** ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Main Agreement as follows:

1. REPLACE PROVISION 4. CONTRACT TERM WITH THE FOLLOWING:

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of execution and must be completed no later than August 28, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than five (5) additional 12-month periods, from August 29, 2023 to August 28, 2028 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

2. PURSUANT TO PROVISION 4. CONTRACT, THE COUNTY EXERCISES THE 1ST OF FIVE (5) ONE-YEAR OPTION EXTENSIONS FOR THE PERIOD OF AUGUST 29, 2023 TO AUGUST 28, 2024.

3. ATTACHMENT B – CONTRACT PRICING IS HEREBY REPLACED WITH THE REVISED ATTACHMENT B CONTRACT PRICING FOR AUGUST 29, 2023 TO AUGUST 28, 2028.

4. PROVISION 46. NOTICES IS HEREBY REPLACED WITH THE FOLLOWING:

46. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR (LEGAL NOTICES):

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
ATTN: Chief Legal Officer

AND

Legal Department
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Email: sherry.clark@tylertech.com

TO THE CONTRACTOR (ACCOUNT INFORMATION)

John Arnsten, Senior Account Executive
Tyler Technologies, Inc.
#400 601 West Cordova Street
Vancouver, BC V6B 1G1
Phone: (800) 966-6999
Email: john.arntsen@tylertech.com

TO THE COUNTY:

Christina Dietrich, Project Officer
Arlington County, Virginia
1425 N. Courthouse Road, Suite 6100
Arlington, Virginia 22201
Phone: (703) 228-4378
Email: cdietrich@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.


WITNESS THESE SIGNATURES:

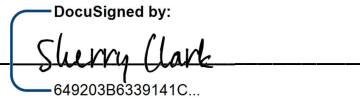
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

TYLER TECHNOLOGIES, INC.

PRINT: Dr. Sharon T. Lewis

PRINT: Sherry Clark

SIGNATURE: 89B86B1AD301462...

SIGNATURE: 649203B6339141C...

TITLE: Purchasing Agent

TITLE: Group General Counsel

DATE: 6/9/2023

DATE: 6/5/2023

ATTACHMENT B -CONTRACT PRICING

AUGUST 29, 2023- AUGUST 28, 2028

Software Licenses (Perpetual)	Year 1	Year 2	Year 3	Year 4	Year 5
Enterprise Jury Manager (EJM)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Enterprise Juror Access (fka Jury eResponse-Interactive Web Response System)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Enterprise Jury Voice (fka IVR-Interactive Voice Response)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Enterprise Jury Capture (fka IDS-Image Data Capture System)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Maintenance & Support Fees Subtotal	\$18,645.50	\$19,578.20	\$20,557.10	\$21,584.96	\$22,664.21
Enterprise Jury Hosting	\$13,891.50	\$14,586.08	\$15,315.38	\$16,081.15	\$16,885.21
Enterprise Jury Summons: 50,000 summonses @\$0.58 ea in Year 1, with 5% annual increase in the per summons fee (excludes postage costs) (APPROX totals)*	\$0.58/pcs	\$0.61/pcs	\$0.64/pcs	\$0.67/pcs	\$0.70/pcs
	\$28,875.00	\$30,318.75	\$31,834.69	\$33,426.42	\$35,097.74
Enterprise Jury Text Messaging (36,000 SMS/year) **	\$3,969.00	\$4,167.45	\$4,375.82	\$4,594.61	\$4,824.34
Annual Source List Update	\$3,528.00	\$3,704.40	\$3,889.62	\$4,084.10	\$4,288.31
Recurring Services Subtotal	\$50,263.50	\$52,776.68	\$55,415.51	\$58,186.28	\$61,095.59
GRAND TOTAL NOT TO EXCEED***	\$68,909.00	\$72,354.88	\$75,972.61	\$79,771.24	\$83,759.80

*Total annual Jury Summons fees will depend on the total number of documents mailed at the per summons fee for the then-current annual term.

**Any text messages sent above the annual maximum of 36,000 per year will be billed in arrears at \$0.14 per message. Contractor will notify the County's Project Officer before the County exceeds this limit, and can provide optional pricing for messaging packages, if needed.

***Grand Total amount subject to change based on the total number of summonses mailed and text messages sent in the then-current annual term.

Agreement No. 17-353-SS

Amendment No. 1

Invoicing and Payment Terms:

1. License Fees. Software license fees are included with the Maintenance and Support Fees.
2. Maintenance and Support Fees. Year 1 Maintenance and Support Fees as set forth above are invoiced on the Amendment Effective Date. Subsequent Maintenance and Support Fees are invoiced annually in advance.
3. Hosting Fees. Year 1 Hosting Fees as set forth above are invoiced on the Amendment Effective Date. Subsequent Hosting Fees are invoiced annually in advance.
4. Recurring Services Fees. Subject to any additional adjustments set forth below, Recurring Services Fees shall be at the rates set forth above. The following service-specific payment terms shall also apply:
 - a. Enterprise Jury Summons. Fees for the Jury Summons services shall be invoiced monthly in arrears based on the number of summonses produced each month.
 - b. Enterprise Jury Text Messaging. Year 1 Text Messaging fees are invoiced on the Amendment Effective Date. Subsequent Text Messaging fees are invoiced annually in advance. If the County exceeds the maximum annual number of text messages as set forth above, the County will pay \$0.14 per additional text message, to be billed monthly in arrears.
 - c. Annual Source List Update. The source list update services will be invoiced upon delivery of each instance of services performed in accordance with the Scope of Work.