



#### 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 Tooele County, Utah, with offices at 47 South Main Street, Tooele, Utah 84074 ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service Agreement dated December 10, 2021 ("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 the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Project Initiation Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. As used in this Amendment, Project Initiation Date shall mean the date on which a kickoff meeting is held, a project calendar is established, and Tyler personnel begin work.
2. Tyler will provide the professional services set forth in Exhibit 1 in accordance with the Statement of Work attached hereto as Exhibit 2.
3. Support on the Tyler Software set forth in Exhibit 1 shall be provided in accordance with the Support Call Process exhibit attached hereto as Exhibit 3.
4. Payment of fees and costs for the software and services in Exhibit 1 shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$10,220, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Project Initiation Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
  - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred
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.

Tooele County, Utah

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

By: [Signature]

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

Name: Tom Tripp

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

Title: Tooele County Council, chair

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

Date: 27 Dec 2021

APPROVED AS TO FORM:

[Signature] 12/28/2021  
Colin R. Winchester  
Deputy Tooele County Attorney

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.

Tooele County, Utah

By: Gus Tenhundfeld

By: Tom Tripp

Name: Gus Tenhundfeld

Name: Tom Tripp

Title: Inside Sales Manager

Title: Tooele County Council, chair

Date: Deember 28, 2021

Date: 27 Dec 2021



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

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Gus Tenhundfeld  
 Quote Expiration: 2/13/22  
 Quote Name:

#### Sales Quotation For:

Tooele County  
 47 S Main St  
 Tooele UT 84074-2194  
 Phone: +1 (435) 843-3203

#### Tyler SaaS

Description	Annual SaaS Fee	Term	Total Annual SaaS Fee
Appraisal and Tax			
iasWorld			
SmartFile	\$ 10,220	3	\$ 30,660

**TOTAL**

**\$ 10,220**

**\$ 30,660**

#### Services

Description	Fees
Appraisal and Tax	

SmartFile Service

\$ 34,500

**TOTAL**

**\$ 34,500**



Summary	One Time Fees	Recurring Fees
Total Annual / SaaS (Yearly)	\$ 0	\$ 10,220
Total Tyler Services	\$ 34,500	\$ 0
<b>Summary Total (Entire Term)</b>	<b>\$ 34,500</b>	<b>\$ 30,660</b>
<b>Contract Total</b>	<b>\$ 65,160</b>	

#### Comments

Tyler to use a base standard installation of the software for the starting to-be solution.

An onsite week is considered Tuesday thru Thursday. Monday and Friday will be travel days. Tyler resource time for travel days is accounted for from contract time and will reduce dollars for specific tasks (i.e. Training and Production Cutover).

Tyler has provided an estimate project duration based on the requirements shared during procurement of the solution. The project duration will be reviewed and solidified at the completion of the Assess & Define stage.

Standard Payment terms for licensed products are: (i) license fees paid at Project Initiation; (ii) maintenance fees for the first twelve (12) months are waived and commence on the one (1) year anniversary of the Project Initiation; and (iii) Professional Services fees are paid as the services are performed. Standard Payment terms for Software as a Services (SaaS) arrangements are: (i) SaaS fees paid at Project initiation; and (ii) Professional Services fees are paid as the services are performed.

In the event the Client cancels services less than two (2) 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.

Travel expenses will be invoiced as incurred per the then current Tyler Travel Policy.

Tyler's pricing does not include applicable local, city, state or federal sales, use excise, personal property or other similar taxes or duties, which Client is responsible for determining and remitting.

Tyler has included a maximum of 2 SmartFile filings within the scope of this agreement.





## Exhibit 2

### iasWorld SmartFile Implementation Tooele County - Statement of Work

The professional services that Tyler will provide for the SmartFile implementation at Tooele County are as follows:

1. Install a SmartFile Test and Production instance in Tyler's data center for Tooele County. This is a SaaS deployment.
2. Populate the SmartFile database from an export of the Eagle data needed to support the Appeals and Greenbelt filings. Tyler will repopulate the SmartFile database from Eagle up to two times a year.
3. Create an online form in SmartFile for the "Request for Greenbelt Application" filing. This form will allow the user to search for and identify the parcels to be considered in the filing. The filer can search by owner name, address, or parcel id and selected parcel IDs will autofill on the form. The form will be configured for the required field entry and document attachment. This form can be returned by staff reviewers to the filer for attaching the Greenbelt Application document and other supporting documents. The filer can resubmit the filing to proceed with the application.
4. Create an online form in SmartFile for the Property Appeals. This form will allow the user to search for and identify a single subject parcel to be considered in the filing. The filer can search by owner name, address, or parcel id and these items can be configured to autofill on the form. As well, the Market Value field on the Appeals application will autofill with the appropriate field from the Eagle database as made available in the SmartFile database via the data refresh process (item 2 above). The form will be configured for required field entry and document attachments.
5. Coordinate with client technical administrators on establishing the public facing URL for the SmartFile site.
6. Configure the SmartFile reviewer module to enable the review and processing of submitted filings by designated staff. Initially the filing is in Submitted status and reviewer can move status to Accepted, Rejected or Returned. When the filing status changes the filer is notified by email. Filings are presented in a standard grid layout that can be searched and sorted?
7. Apply county branding to public facing SmartFile forms to the extent supported by the SmartFile framework.
8. Train client staff on the SmartFile process and the functions within the SmartFile Reviewer module.

Items not included in the scope of services include the following:

1. There will not be an automatic update of the Eagle database with data from the submitted filings. Necessary data from the filing will need to be rekeyed in Eagle.



2. The Greenbelt Application document will not be automatically generated from Tyler and auto emailed to the applicant. Staff will generate the application and email it to the email address on the "Request for Greenbelt Application" SmartFile form.
3. There are no reports generated from SmartFile. The reviewer grid can be sorted and filtered with default aggregated count summaries presented.
4. Online Payment handling for filing fees will not be implemented in SmartFile.
5. A property comparable grid will not be included on the Appeals form.
6. A "PIN form" that restricts access to file based on a user entered Personal Identification Number (PIN) will not be implemented.
7. Incorporation of DocuSign type written signature process is not supported. Signatures are strictly typed, electronic signatures with "I agree" checkboxes.
8. SmartFile will not auto-generate an affidavit as a PDF or the filing as a PDF.

Outlined below are the client responsibilities for the SmartFile implementation:

1. Appoint a single point of contact for the implementation project.
2. Designate a SmartFile administrator and technical contact for managing user access, defining URLs, and arranging publication of URLs on departmental web sites not maintained by Tyler.
3. Supply PDF or Word examples of forms to be replicated in SmartFile. Any changes to the form must be identified before setup work commences.
4. On initial delivery of a SmartFile form, adhere to a 10-day turnaround to review and provide feedback to Tyler consultants.
5. Carry out full cycle, comprehensive testing of the online-forms processing workflow.



### Exhibit 3

#### Scope of Maintenance and Support Services

The following outlines the standard support provided by Tyler Technologies, Inc. ("Tyler") for the following software systems installed in the Tyler hosting center, for the time period specified in this Support Call Process ("Support Agreement").

The software systems listed in the Amendment Investment Summary running in the Tyler hosting center shall be known as the Tyler Software. Any additional support, modifications, or services needed on the Tyler Software as it is installed in the Tyler hosting center which are not expressly included in this Support Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software code and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the Tyler Software and, as such, the terms of this Support Agreement apply.

#### 1. Terms and Definitions

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

##### 1.1 Business Day(s)

The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 P.M. ET. Tyler's current holiday schedules is as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

##### 1.2 Coverage Period

The start and end date for the support offered in this Support Agreement.

##### 1.3 Maintenance or Maintain

Providing support and Updates for the Tyler Software only.

##### 1.4 System Error

An error in the Tyler Software that is either a generated error (e.g., error screen) by the Tyler Software or lack of response (slow or stuck), or failure of a function as stated in the iasWorld user guides (also referred to as "issues" or "bugs"). Note: A Client Error Incident is not covered.

##### 1.5 Updates

Unlimited revisions to the Tyler Software source code that fixes errors and/or includes enhancements that are made available to the Client. Updates include releases (e.g., new functionality or content) and patches (e.g., bug fixes).

## 1.6 VPN

The use of any secure connection on the Client system from any Tyler office.

## 2. Hot Line Support

During the Coverage Period, Tyler will provide phone support for the Tyler Software. This support will provide assistance (via phone or delivered documentation) in determining the root cause of System Errors and the response as outlined in item 2.3 below, subject to Section 9 of this Support Agreement. The Hot Line is also available for questions on normal operation of the Tyler Software.

### 2.1. Hot Line Number

800-800-2581 extension 1

### 2.2. Hot Line Hours

The Hot Line is available from 8:00 A.M. to 5:00 P.M.ET, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice. This special coverage could be billed under the conditions stated in Section 13 of this Support Agreement.

### 2.3. Hot Line Support Considerations

Tyler shall respond to the Client's request for telephone assistance within one (1) working hour from the initial call.

Tyler shall take steps to have the System Error fixed, or an appropriate workaround, via phone or remote connection as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Resolution SLA</i>
<b>Critical</b>	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
<b>High</b>	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
<b>Medium</b>	Issue affects a small group of users and does not affect day-to-day processing.	Client is contacted within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
<b>Non-Critical</b>	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

If the cause of the problem is related to an item in Section 12 of this Support Agreement or not an actual bug within the Tyler Software, Tyler will provide an action plan with an estimated cost to resolve the issue within a reasonable amount of time.

## 3. Online Support

During the Coverage Period, Tyler will provide access to Tyler's Customer Relationship Management





System in order for the Client to have twenty-four (24) hour per day, seven (7) day per week access to answers to Tyler Software questions and to log Tyler Software issues.

#### **4. Modification and Change Procedure**

Changes to the Tyler Software (not directed by local laws pursuant to Section 6 of this Support Agreement) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate addendum or agreement will be drafted for acceptance by the parties.

#### **5. Updates**

Tyler Software Updates will be made available during the Coverage Period.

##### **5.1. iasWorld Updates**

Tyler staff will schedule the release of new Updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when Updates will be available. Tyler performs such Updates, in coordination with your staff, as agreed upon. It is important that any Updates be done in a timely manner as the Update could contain fixes for one or more System Errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of the Tyler Software or require that the Client upgrade to a newer release to obtain the required fix.

##### **5.2. iasWorld Data Tables**

The Client is responsible for updating any data stored in the Tyler Software data tables, whether such updates occur through the normal course of business from user data entry, through update from some iasWorld batch process, or through an SQL update. Updates may be performed to the iasWorld data for various reasons by Tyler as requested by the Client subject to time and materials rates.

##### **5.3. Operating System Updates**

Tyler will be maintaining the server hardware environment, including updates to the Operating System.

##### **5.4. Oracle Updates**

Tyler will be responsible for scheduling updates to the Oracle software in order that the Client is on a version supported by Oracle.

#### **6. Legislative Changes**

Tyler will provide up to eighty (80) Tyler Software programming hours per state per calendar year of this Support Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

#### **7. Data Ownership**

The Client owns the data stored and processed on the Tyler Software. While performing support services pursuant to this Support Agreement, Tyler will be exposed to this data and will take industry standard measures to ensure the confidentiality of the data.

## **8. Backups and Recovery**

Backups of the Client environment will occur in accordance with the Tyler hosting center's normal business process.

## **9. Dependent Software Licenses**

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc.

## **10. Server Operations**

Tyler will be responsible for operational support of the iasWorld application server(s) within the Tyler environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance to Tyler staff.

## **11. Remote Access**

The Client will provide Tyler with the means to electronically connect to the Client and to the iasWorld application, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

## **12. Out of Scope Items**

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

- 12.1. Resolution of problems that arise out of the Client's misuse of the Tyler Software.
- 12.2. Creating ad hoc reports or new iasWorld reports.
- 12.3. Modification of the iasWorld code.
- 12.4. Modification of iasWorld reports.
- 12.5. Updates to iasWorld cost tables, tax rate tables, etc.
- 12.6. Onsite training.
- 12.7. Process and procedures that could otherwise be performed by a non-technical iasWorld user during the Client's business cycle.
- 12.8. Errors and problems that arise out of the Client's modification of the Tyler Software code.
- 12.9. Errors and problems related to other 3<sup>rd</sup> party vendors' software not specifically covered by this Support Agreement.

## **13. Additional Support**

No other additional support outside this Support Agreement is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 12 of this Support Agreement) can be requested and will be billed at Tyler's then prevailing time and materials rates.