



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Village of Wellington, with offices at 12300 Forest Hill Boulevard, Wellington, Florida 33414-5785 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 11, 2017 ("Agreement"); and

WHEREAS, the Term of the Agreement expires December 31, 2024 ("Expiration Date");

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

1. SaaS Term. The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement may be renewed for successive one (1) year renewal terms by mutual agreement of the parties. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. SaaS Fees for the first two (2) annual renewal terms (Years 2 and 3) will not increase more than five percent (5%) on an annualized basis. SaaS Fees for all subsequent renewal terms (Years 4 and on) will be at our then-current SaaS Fees. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced quarterly in advance, beginning on the anniversary of the initial invoice date.
3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. Subject to the limits set forth in section 768.28, Florida Statutes, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and



information in defending the claim at your expense. In no event shall your liability under this Agreement exceed the limits set forth in section 768.28, Florida Statutes. The provisions and limitations of section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to your contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract. Nothing herein shall be construed as a waiver of Customer's sovereign immunity nor as its consent to be sued by third parties.

5. Scrutinized Companies. By entering into this Agreement, we certify pursuant to sections 215.4725 and 287.135 of the Florida Statutes, that we, our affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, we further certify pursuant to sections 215.473 and 287.135, Florida Statutes, that we, our affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If Wellington determines, using credible information available to the public, that Tyler has submitted a false certification or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, Wellington may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida statutes, and any other available remedies.
6. Sexual Abuse and Harassment. Wellington prohibits sexual abuse and harassment of any kind. Anyone who engages in abusive or harassing conduct will be immediately removed from the premises and reported to the appropriate authorities.
7. Affidavit defined in Exhibit 2 of this Amendment, is hereby added to the Agreement.
8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
9. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler
By: _____
Name: _____
Title: _____
Date: _____

Village of Wellington, Florida
By: _____
Name: _____
Title: _____
Date: _____



Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Cindy Chase
 Quote Expiration: 12/17/24
 Quote Name: Wellington - SaaS Renewal
 Quote Description: SaaS Renewal
 SaaS Term: 1.00

Sales Quotation For:

Shipping Address:

Village of Wellington
 12300 Forest Hill Blvd
 Wellington FL 33414-5785

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 43,563.00
Bid Management	1	0	\$ 5,990.00
Capital Assets	1	0	\$ 13,173.00
Cash Management	1	0	\$ 9,257.00
Contract Management	1	0	\$ 5,990.00
eProcurement (Vendor Access and Punch-Out) Migration	1	0	\$ 8,817.00
Inventory	1	0	\$ 13,173.00
Project & Grant Accounting	1	0	\$ 9,906.00
Purchasing	1	0	\$ 22,326.00
Human Resources Management			
Human Resources & Talent Management	1	0	\$ 6,846.00
Payroll w/ESS	1	0	\$ 8,350.00
Recruiting	1	0	\$ 1,426.00
Risk Management	1	0	\$ 11,998.00
Enterprise Permitting & Licensing Extensions			

EPL 3rd Party IVR API Connector	1	0	\$ 2,257.00
Revenue Management			
Accounts Receivable	1	0	\$ 11,409.00
Cashiering	1	0	\$ 16,595.00
Central Property File	1	0	\$ 1,633.00
Citizen Self Service	1	0	\$ 11,409.00
General Billing	1	0	\$ 5,186.00
Utility Billing CIS	1	0	\$ 21,263.00
Utility Billing Meter Interface	1	0	\$ 6,846.00
Civic Services			
Business Management Suite	19	0	\$ 37,677.00
Civic Access - Community Development	1	0	\$ 13,545.00
Community Development API Toolkit	1	0	\$ 9,469.00
Community Development Suite	83	0	\$ 153,052.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	\$ 7,856.00
Enterprise Permitting & Licensing Mobile	29	0	\$ 16,037.00
Report Toolkit	1	0	\$ 0.00
Enterprise Asset Management			
Asset Maintenance & Performance - Site License	1	0	\$ 18,541.00
Content Management			
Content Manager Core includes Onboarding	1	0	\$ 15,559.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 28,992.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 7,291.00
GIS Site License	1	0	\$ 8,557.00
IVR Gateway	1	0	\$ 4,667.00
Integrations			
Utility Billing API Toolkit	1	0	\$ 6,851.00
TOTAL		0	\$ 565,507.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
Annual Payroll Tax Table Updates	1	0	\$ 1,050.00
TOTAL:		0	\$ 1,050.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 565,507.00
Total Tyler Services	\$ 0.00	\$ 1,050.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 566,557.00
Contract Total	\$ 566,557.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the

Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) 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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.



Exhibit 2
Affidavit of Vendor/Contractor

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AFFIDAVIT OF VENDOR/CONTRACTOR

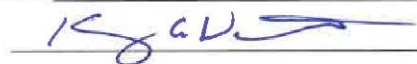
STATE OF Maine)

COUNTY OF Cumberland)


BEFORE ME, the undersigned, personally appeared Kim Watson (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.
5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: Kim Watson
 Signature: 
 Title: Senior Corporate Attorney
 Business Entity Name: Tyler Technologies, Inc.
 Date: October 22, 20 24

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this ___ day of _____, 20 ____, by Kim Watson (Name of Affiant), as Senior Corporate Attorney(Title) of Tyler Technologies, Inc (Name of Business Entity), who is personally known to me or who has produced _____, as identification.


 NOTARY PUBLIC, State of: ME
 Printed Notary Name: Ehren White
 My Commission Expires: 11/18/2027