



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 18, 2023

Barry Tate
IT Manager
108 S. Sycamore, Suite 300
Carthage, Texas 75633

Re: Revised Licensed Software Pricing for Upcoming Renewal of Software as a Service and Professional Services Agreement between Tyler Technologies, Inc. ("Tyler") and Panola County, TX (the "Client"), dated 3/9/2010 (the "SaaS Agreement").

Dear Barry Tate,

Pursuant to Section 15.1 of the SaaS Agreement, Tyler is providing notice to the Client of the revised Licensed Software pricing for the upcoming renewal Term of the SaaS Agreement commencing on 2/1/2024. Capitalized terms used but not otherwise defined in this letter shall have the meaning provided in the SaaS Agreement.

Pricing for the Licensed Software detailed in Schedule 1 "Investment Summary" of the SaaS Agreement will be \$232,750 per year and payable annually in accordance with the terms of the SaaS Agreement. This pricing will apply to the renewal Term commencing on 2/1/2024 and continuing through 1/31/2025. Representatives from Tyler will reach out soon to negotiate further terms.

Except as specifically contemplated under this letter, the terms and conditions of the SaaS Agreement shall remain in full force and effect. The parties hereby agree that the SaaS Agreement, as amended by this letter, constitutes the final, complete, and exclusive agreement of the parties with respect to the subject matter thereof and hereof. Should the need to contact Tyler regarding this matter arises, for the fastest response, please email Sarah.Koski@TylerTech.com.

Tyler appreciates the trust that Panola County has placed in our company and products, and we look forward to continuing our business with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. McGrath", with a long horizontal flourish extending to the right.

Brian McGrath
President, Courts & Justice
On behalf of
Tyler Technologies, Inc.



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 5101 Tennyson Parkway, Plano, TX 75024 ("Tyler") and Panola County, Texas with offices at 110 S. Sycamore St., Ste. 201, Carthage, TX 75633-2543 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 1, 2016 ("Agreement"); and

WHEREAS, the Term of the Agreement expires January 31, 2021 ("Expiration Date"); and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 93202; and

WHEREAS, Client desires to renew said Agreement, and Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

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 will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. 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. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. 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 Technologies, Inc.

Panola County, Texas

By: Sherry Clark

By: LeeAnn Jones

Name: Sherry Clark

Name: LeeAnn Jones

Title: Senior Corporate Attorney

Title: County Judge

Date: February 24, 2021

Date: February 19, 2021



Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the 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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Investment Summary

Tyler Products	Annual Cost
Odyssey Jail Manager	\$66,192.00
Odyssey Prosecutor	\$11,820.00
Odyssey Case Manager	\$37,824.00
Odyssey Financial Manager	Included
Odyssey Check Manager	\$4,728.00
Odyssey Law Enforcement RMS	\$66,192.00
Tyler Jury	\$4,728.00
Current Annual SaaS Fee	\$191,484.00

Annual Pricing Plan	Year 1	Year 2	Year 3
Annual SaaS Fees	\$191,484.00	\$201,058.20	\$211,111.11
Annual Increase	\$9,574.20	\$10,052.91	\$10,555.56
Total Contract	\$201,058.20	\$211,111.11	\$221,666.67

Rodger's McLane