



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. 213A, Carthage, TX 75633-2543 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement with an effective date of January 7, 2016 and an annual SaaS term commencing February 1, 2016 ("Agreement");

WHEREAS, Client is a member of Sourcewell under member number 93202; and

WHEREAS, Client and Tyler desire to amend the terms of the Agreement as provided herein.

THEREFORE, in consideration of the mutual covenants contained herein, 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 Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. SaaS Fees (including TEAMS-20). As of the first day of the first month following the Amendment Effective Date, annual SaaS fees under the Agreement shall be increased by the amount set forth in Exhibit 1, with a quarterly payment increase of \$12,910. The first quarter's SaaS fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the end of the applicable quarter under the Agreement. Subsequent SaaS fees shall be invoiced quarterly in accordance with the terms of the Agreement.
 - b. Defendant Access Fees. Per transaction (call, message, etc.) fees are paid directly by the end user at the time of the transaction. Fees are indicated in Exhibit 1, Schedule 1 and may be increased by Tyler upon notice of no less than thirty (30) days.
 - c. Professional Services and Travel Fees. Professional services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment shall be invoiced to Client in accordance with the milestone billing schedule attached hereto as Exhibit 2. Travel expenses will be billed as incurred in accordance with Tyler's standard Business Travel Policy.
 - d. Third Party Hardware Fees. Third Party Hardware costs are invoiced upon delivery.

2. TEAMS-20 Terms and Conditions. The TEAMS-20 services identified at Exhibit 1 shall have an annual term that runs concurrently with the SaaS term under the Agreement, unless earlier terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Annual TEAMS-20 fees are included in, and will be invoiced with, the SaaS fees added to the Agreement by this Amendment. TEAMS-20 services shall be provided in accordance with the terms and conditions attached hereto as Exhibit 3.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. 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.

By: Sherry Clark
Sherry Clark (Mar 14, 2024 10:37 CDT)

Name: Sherry Clark

Title: Group General Counsel

Date: 03.14.2024

Panola County, Texas

By: Rodger G. McLane

Name: Rodger G. McLane

Title: County Judge

Date: march 12, 2024



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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Quoted By: John Galbraith
Quote Expiration: 7/8/24
Quote Name: Panola County JPs-SaaS Proposal

Sales Quotation For:
Panola County
110 S Sycamore St Ste 213A
Room 213A
Carthage TX 75633-2543
Phone: +1 (903) 693-0391

Annual / SaaS

Description	Annual
Enterprise Justice	

TEAMS – 20
2024-446815-C5P4T8

CONFIDENTIAL

Description	Annual
Enterprise Case Manager-All Case Types	
TOTAL	\$ 51,640

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Project Management				\$ 158,918	\$ 0
					\$ 0
Current & Future State Analysis				\$ 8,150	\$ 0
Go-Live Assistance				\$ 20,900	\$ 0
Modifications				\$ 0	\$ 0
Setup, Configuration & Consulting				\$ 74,601	\$ 0
Training				\$ 19,975	\$ 0
Follow-Up Training				\$ 1,480	\$ 0
Data Conversion				\$ 159,655	\$ 0
Deployment				\$ 2,961	\$ 0
TOTAL				\$446,640	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 51,640
Total Tyler Services	\$ 446,640	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 446,640	\$ 51,640
Contract Total	\$ 498,280	

Detailed Breakdown of Services (Included in Summary Total)

Comments:

Tyler has included Enterprise Case Manager for the JP Courts. Defendant Access - Please see Exhibit A / Schedule 2

Unless specifically listed in the details of this quote, Data Conversion is not included as part of this quote.

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit 1
Schedule 1
Defendant Access Investment Summary and Terms

The following Defendant Access Investment Summary details the software and products to be delivered by us to you under this Amendment. This Defendant Access Investment Summary is effective as of the date of your signature.

The fees for access to the Defendant Access application shall be the amount referenced in the table below, and shall be paid by the consumer.

Your use of the Tyler Software listed in the table below is subject to the terms found at <https://www.tylertech.com/terms/payment-processing-agreement>. Your use of text messaging/IVR is subject to the terms found at <https://www.tylertech.com/terms/twilio-terms-of-use>. By signing this Amendment, you agree you have read, understand, and agree to such terms.

Should you choose to accept American Express credit cards as a payment method, your processing of American Express payments is subject to the Sponsored Merchant Terms ("SMT") in Schedule B. By processing American Express payments via the Tyler Software, you agree to comply with the SMT.

All services quoted herein are assumed to be delivered remotely unless otherwise indicated.

Defendant Access Investment Summary

Included Software

Tyler Software
Defendant Access
Payments*

Over the counter and/or
Enterprise Justice Portal - Document Purchase*

Optional Software

Tyler Software	Transaction Price
Defendant Access	
Selections with zero balance	\$3.50
Online Case Review/Online Plea Agreement*	\$10.00

Credit Card Processing Fees

*** Defendant Access/ Enterprise Justice Portal/Over the Counter**

A convenience fee of 5% will be assessed to consumers for each electronic payment transaction that flows through the system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.

All Payments

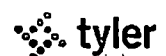
Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Client.

The disputed Principal Amount* associated with any chargebacks or returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount* associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Client. *Principal Amount means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.

A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.

Hardware Services

	Per unit (shipping/taxes included)	Order Total (shipping/taxes included)
Ingenico Lane3000 (Order Qty: 4) (Includes: cables/stands/code injection)	\$365.00	\$1,460.00



Schedule A

Defendant Access: Professional Services

The following components are included in the implementation of the Defendant Access application. Any deviation from these standards will require custom work requiring additional consulting, development, and implementation hours.

Tyler will provide the following services during implementation:

1. Conduct a business process review to understand configuration options for the system.
2. Configure online payment options and rules, including defendant access configuration and Enterprise Justice payment configuration.
3. Partner with the client to add client branding and text to their environment.
4. Configure IVR for Phone Payments, obtain the phone number and implement standard flow.
5. Configure payment reminder text messaging and provide configuration and user guides.
6. Train personnel to use the system.
7. Support client through initial go-live, adjusting configuration settings as needed.

Tyler will not modify any of the following during implementation:

1. Add or edit any backend processes in Enterprise Justice (i.e., case closure processes, workflows, etc.).
2. Add or edit an existing Enterprise Justice configuration (i.e., offense codes, fee codes, fee schedules, accounts, etc.).
3. Create a custom IVR flow for defendant phone payments.

Schedule B

American Express Sponsored Merchant Terms ("SMT")

1. **Compliance.** If Client, also referred to herein as "*Sponsored Merchant*," accepts American Express cards as a form of payment processed through Tyler's electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. **Merchant Operating Guide.** Client agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Client agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Client or the American Express Merchant Operating Guide.



Exhibit 2
Milestone Billing Schedule

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Service/License Payment Milestone Billing Schedule

Panola County Texas

WBS	Deliverable/Activity	Description	Amount	Stage Total	% of GT	Comments
Multi-stage Deliverables						
<i>Multi-stage</i>	0.0. 13	Project Status Reports	66,996	66,996	15.00%	13 monthly reports (approximate), submitted monthly with the total cost divided evenly across the number of reports. Full amount to be billed regardless of number of reports produced.
Stage 1 - Initiate & Plan						
1.1 Initial Coordination	6.1.1	Project Management Plan	13,399	66,996	3.00%	
1.2 Project Phase Planning	6.1.2	Project Operational Plans	13,399		3.00%	
	6.1.2	Initial Project Schedule	13,399		3.00%	
1.3 Infrastructure Planning	6.1.3	Infrastructure Design Document (Client Connection Notes) (SaaS)	13,399		3.00%	
1.4 Stakeholder Planning	6.1.4	Stakeholder Meeting Presentation	13,399		3.00%	
Stage 2 - Assess & Define						
2.1 Solution Orientation	6.2.1	Solution Orientation	33,498	111,660	7.50%	
2.2 Current & Future State Analysis	6.2.2	Current & Future State Analysis Report	33,498		7.50%	
2.3 Conversion Assessment	6.2.3	Data Conversion Plan Built or Updated	44,664		10.00%	
Stage 3 - Prepare Solution						
Initial System Deployment	6.3.1	Initial System Deployment [licensed software installed on servers]	12,059	120,593	2.70%	
3.2 Configuration	6.3.2.1	Configuration Plan	12,059		2.70%	
	6.3.2.2	Initial Configuration Complete	12,059		2.70%	
	6.3.2.3	Security Workshop Complete	12,059		2.70%	
	6.3.2.4 (i)	Forms Workshop Completed	12,059		2.70%	
3.4 Conversion Delivery	6.3.2.4 (ii)	Configuration Tracking Workbook	30,148		6.75%	
	6.3.4 (A)	Conversion Pre-Production Iterations / Reviews Complete (Track 1)	30,148		6.75%	
Stage 4 - Production Readiness						
4.1 Solution Validation	6.4.1(A)	Solution Validation Report (Track 1)	4,690	31,265	1.05%	
4.2 Go Live Readiness	6.4.2(A)	Updated Go-Live Checklist (Track 1)	3,126		0.70%	
4.3 End User Training	6.4.3(A)	End User Training (Track 1)	23,449		5.25%	
Stage 5 - Production						
5.1 Go-Live	6.5.1(A)	Data Available in Production Environment (Track 1)	29,702	31,265	6.65%	
2 Transition to Client Services	6.5.2	Client Services Support Document	1,563		0.35%	
Stage 6 - Close						
6.1 Phase Close Out	6.6.1(A)	Post Track Review (Track 1)	8,933	17,866	2.00%	
6.2 Project Close Out	6.6.2	Post Project Report	8,933		2.00%	
					100.00%	
Grand Total			446,640	446,640		

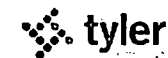




Exhibit 3

Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions

TEAMS Level	Annual Units of Service	Annual Tyler Connect Pass	Annual Cost
TEAMS-20	20	1	\$25,000 - Included in SaaS Fees

Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler's published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement.






2024.03.14-TX Panola County-EJ-AMD

Final Audit Report

2024-03-14

Created:	2024-03-14
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHm8RmCb8v8bx6QfRlrKVwil1Zc_N481C

"2024.03.14-TX Panola County-EJ-AMD" History

-  Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)
2024-03-14 - 3:34:02 PM GMT- IP address: 163.116.253.55
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2024-03-14 - 3:34:07 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2024-03-14 - 3:37:17 PM GMT- IP address: 163.116.253.44
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2024-03-14 - 3:37:26 PM GMT - Time Source: server- IP address: 163.116.253.44
-  Agreement completed.
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