



AMENDMENT 5

This amendment 5 ("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 San Bernardino County, California, with offices at 777 East Rialto Avenue, San Bernardino, California 92415 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 7, 2018 ("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 quotations attached hereto as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. Fees for services set forth in Exhibit 1 are invoiced as provided.
 - b. Applicable expenses, if any, are invoiced in accordance with the Agreement.
2. The statement of work for the items indicated in Exhibit 1 is attached hereto as Exhibit 2.
3. Client may add additional services to the Agreement at any time, for the remainder of the term of the Agreement, in an amount not to exceed ten thousand dollars (\$10,000.00) by requesting and signing an order form (sales quotation) outlining the desired service(s) and pricing.
4. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
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.

San Bernardino County, CA

By: _____

By: _____

Name: _____

Name: Dawn Rowe

Title: _____

Title: Chair, Board of Supervisors

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
San Bernardino County

By: _____
Deputy



Exhibit 1
Amendment Investment Summary

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

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Quoted By: Erin Walker
Quote Expiration: 8/4/26
Quote Name: DB Migration Services

Sales Quotation For:
San Bernardino County
222 W HOSPITALITY LN
San Bernardino, CA 92415-0225
Phone: +1 (888) 818-8988

Shipping Address:
San Bernardino County
222 West Hospitality Lane
San Bernardino, CA 92415-0225

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
DB Migration Services		
	<i>Total Hours</i>	<i>3</i>
	TOTAL	\$ 1,800
		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 1,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 1,800	\$ 0
Contract Total	\$ 1,800	

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.

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.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o 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.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o 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.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o 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.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit 2

Amendment Statement of Work

San Bernardino County, CA - DB Migration and support assistance to have ERM moved from 2016 Windows Server OS to 2022 Windows Server OS. PM is included in Exhibit 1 (Amendment Investment Summary).

1. Client will provide DB servers fully patched, on the network with our domain user account as local administrator and allow RDP access to these new Windows servers.
2. If moving database servers, Client will install new SQL server and provide a database backup of the production database; the .bak file must be placed on a drive accessible by the Tyler resource performing the migration.
3. Tyler will install/configure Tomcat and any other components needed.
4. Tyler will provide URLs to new servers so that Client can begin testing.
5. Once client has fully tested the RM applications confirming setup and configuration of new servers is correct, client and Tyler will coordinate a date and time for a cut over to the new Windows Servers.

NOTE: Tyler Deploy will be configured.