



## 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, Texas 75024 ("Tyler") and Navarro County, TX, with offices at 300 W. 3rd Ave., Corsicana, TX 75110 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 18, 2016 ("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 investment summary 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 shall continue for an initial term of one (1) year. Upon expiration of the initial term, the term shall automatically renew for additional one (1) year terms unless terminated by either party in accordance with the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. SaaS Fees. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date at the rates set forth in Exhibit 1. Subsequent SaaS Fees, at Tyler's then-current rates, shall be invoiced annually in advance.
  - b. Professional Services. 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.
  - c. Recurring Services. Subject to any additional adjustments set forth below, Year 1 Recurring Services fees shall be at the rates set forth in the Investment Summary, and subsequent Recurring Services fees shall be at our then-current rates. The following service-specific payment terms shall also apply:
    - i. Enterprise Jury Summons. Fees for the Jury Summons services, at the rate set forth in the Investment Summary, shall be invoiced monthly in arrears based on the number of summonses produced each month. The per summons fee is based on the estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. In the event

that Tyler's costs for providing the Summons services increase as a result of price increases by a third-party provider utilized by Tyler, Tyler may increase the Summons fees by giving you sixty (60) days' advance written notice.

ii. *Enterprise Jury Text Messaging.* The Text Messaging services set forth in the Investment Summary shall have an initial term commencing on the first day of the first month following the Effective Date and continuing for one (1) year. Year 1 fees for the Text Messaging services shall be invoiced upon the commencement of the initial term at the rates set forth in the Investment Summary. The term shall automatically renew for additional one-year periods, unless terminated by either party pursuant to the terms of the Agreement. If you exceed the maximum annual number of text messages as set forth in the Investment Summary, you will pay \$0.14 per additional text message, to be billed monthly in arrears.

iii. *Annual Source List Update.* The source list update services will be invoiced upon delivery of each instance of services performed in accordance with the terms in the Statement of Work attached as Exhibit 2 to this Amendment.

2. Tyler shall provide the software and services added to the Agreement pursuant to this Amendment in accordance with the terms in the Statement of Work attached as Exhibit 2.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. 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.

Navarro County, TX

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

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

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

Name: H. M. DAVENPORT, Jr.

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

Title: NAVARRO County Judge

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

Date: 4-24-23



## 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.

Software		
Software (SaaS)	Annual SaaS Fees	
Enterprise Jury Manager	Included	
Enterprise Juror Access	Included	
Enterprise Jury Voice	Included	
Hosting	Included	
	<b>Total Annual SaaS Fees</b>	<b>\$46,930</b>
Recurring Cost		
	Recurring Cost	
Enterprise Jury Summons (Estimated 30,000 summonses per year @ \$0.58/pcs)*	\$17,400	
Enterprise Jury Text Messaging (30,000 SMS/year)**	\$3,000	
Annual Source List Update	\$3,000	
	<b>Total Recurring Cost</b>	<b>\$23,400</b>
Implementation Services		
Enterprise Jury Manager Professional Services	Hours	Cost
Project Management	140	\$27,300
Source List/Data Conversion	23	\$4,255
Deployment	37	\$6,845
Integration Development/Consulting	10	\$2,100
Customization	45	\$9,450
Setup, Configuration & Consulting	29	\$5,365
Training / Go-Live Assistance	37	\$6,845
	<b>Total Enterprise Jury Manager Professional Services</b>	<b>\$62,160</b>
Travel Expenses		
Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.		
<b>NOTES:</b>		
* Excludes Postage-Tyler assumes the client will be responsible for obtaining and maintaining the USPS postal permit for the use of Enterprise Jury Summons.		
** If Client exceeds the stated maximum number of text messages per year (via SMS), Client will pay \$0.14/text and will be billed monthly in arrears.		

## Assumptions and Notes

Navarro County, TX Proposal



Proposal Valid for 120 Days

### Project Assumptions

#### Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

#### Data Conversion

This proposal assumes 1 source system(s) for all offices in scope.

Client will provide Tyler with data from the source system(s) as SQL Server backups or ASCII files, delimited or fixed-width.

Pipeline source list data from the Customer's current jury management system to the Courthouse JMS database or install a new source list – active data from the legacy jury management will be transferred to the JMS database only as mutually agreed.

Tyler will assist in Data Review Workshops but the client will be responsible for validating the accuracy of the converted data, based on reviewing data and reports during each conversion iteration.

#### Summons Direct

Summons/Questionnaire Self-Mailer Forms:

Qty. 30,000 (estimated annual supply)

Initial form design and setup

NCOA Data-Cleansing

CASS Certification

Form Production (1 side color/1 grayscale – 1 side dynamic info)

Standard Size

1 Perforation and Folding

Imaging and Printing of Summons/Questionnaire

Sealing Glue

Mail preparation

Use of Web Services for SummonsDirect

Excludes Postage

### Implementation Assumptions

#### Configuration, Training, and Go-Live Assistance

This proposal includes a limited amount of training time for a specific set of users just prior to go-live. Followup training is also included after go-live. Additional on-site training and assistance can be purchased at Tyler's then-current hourly rate.

Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training will be conducted during business hours to a maximum of 10 participants per instructor.

Tyler assumes a **single** Go-Live event(s) for all offices included in this proposal.

This proposal includes a specific amount of time for on-site go-live assistance and follow up training. Additional on-site training and assistance can be purchased at Tyler's then-current hourly rate.

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## Exhibit 2

### Statement of Work for Implementation of Enterprise Jury Manager, Browser-based Jury Management System **SaaS Implementation** In Navarro County, TX April 7, 2023

Tyler Technologies will implement Enterprise Jury Manager in Navarro County, TX under the following terms.

## Project Terms

Tyler will...

1. Provide a subscription to use the following Products:
  - **Enterprise Jury Manager;** web-based jury management system;
  - **Enterprise Juror Access;** interactive web response system;
  - **Enterprise Jury Voice;** interactive voice response system;
2. Provide the following Recurring Services:
  - **Enterprise Jury Hosting;** hosting services for ALL products and services listed in this SOW;
  - **Enterprise Jury Message;** text-messaging service (max 30,000/year);
  - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
  - **Enterprise Jury Summons;** data cleansing and summons production/ mailing service.
    - The per summons fee for Enterprise Jury Summons is based on the Customer's estimated annual summons or questionnaire production as set forth in the Investment Summary. Should the number of documents actually produced annually with Enterprise Jury Summons change from the estimated amount, the per summons fee is subject to an annual readjustment to Tyler's then-current rates for the actual annual volume, effective for the next annual term. Notwithstanding the foregoing, billing for Enterprise Jury Summons shall be monthly in arrears for the number of documents produced in the prior month at the per summons rate for the then-current annual term.
    - The Enterprise Jury Summons price has been calculated based on the current prices for materials as of the execution of this Amendment. Tyler agrees to use its best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract

period, Tyler shall adjust the contract price accordingly by providing sixty (60) days' advance written notice to Customer.

3. Provide the following Required Third-Party Products Required for Installation and Use of Enterprise Jury Manager:
  - SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Enterprise Jury Manager;
  - Microsoft .Net Framework 4.X for use in connection with Enterprise Jury Manager;
4. Provide the following Professional Services:
  - Provide project management services to coordinate all aspects of the project;
  - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;
  - After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
  - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule (Determined during Business Requirements Review), Tyler shall be entitled to an additional fee for each week of delay to the Project Implementation Schedule arising due to such failure based on a pro-rated weekly portion of HALF the Annual SaaS Fee.
  - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are \$200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;
  - Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are \$200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
  - Pipeline source list data from the Customer's current jury management system to the Enterprise Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
  - Provide an expert Enterprise Jury Manager installation resource for installation of Enterprise Jury Manager in a training and a production environment;
  - Provide a 2-hour, online System Administrator training session;
  - Provide a 2-day User training session to the Customer's staff at Customer's premises;

- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
  - Provide an expert jury management “go-live” support resource (2 days) at Customer’s first “live” location during the first days that jurors report under the new system; and,
5. Provide the following Hosting Services:
- Provide all server operating system and database licenses required for use of Enterprise Jury Manager;
  - maintain a test and production environment of Enterprise Jury Manager;
  - will configure the DNS for use of hosted Enterprise Jury Manager;
  - install, configure, maintain, and support upgrade functions with Enterprise Jury Manager;
  - install, configure, maintain, and support the database used by Enterprise Jury Manager;
  - install 2 environments (Test/Training and Production) of Enterprise Jury Manager;
  - perform automated Server Patching via Microsoft Automatic Update;
  - provide installed anti-virus, anti-spam software and port monitoring as part of the server environment as well as a secured, managed firewall;
  - guarantee the data will remain in the United States during transit and rest;
  - provide daily backups of the Enterprise Jury Manager environment

**In consideration of the above, the Customer agrees to:**

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Enterprise Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Enterprise Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as “first-line” support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time (if necessary) provide the assistance of the Customer’s IT personnel to help with software customer support issues related to any hardware, software, or connectivity on the customer’s premises;
- Provide all computer hardware, communications hardware, cabling, operating system software, and other software for premise connectivity;
- At the Customer’s sole option, license and install the following optional Third-Party Software for use in connection with the TYLER Software:
  - Google Maps API key; and,

- Provide required USPS postal permit for use of SummonsDirect.
  - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
  - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
  - You will need to deposit and maintain funds on account with the USPS to cover postage.
- From time to time provide the assistance of the Customer's IT personnel to complete certain necessary support or configuration tasks such as, editing local firewall exceptions (where necessary), etc.;
- From time to time provide the assistance of the Customer's IT personnel to cooperate in diagnosing issues with on premise connectivity related workstations, printers, and SMTP server;
- Continue to provide local workstation connectivity and environment;
- Cooperate with Tyler to establish printer connectivity to the cloud environment;
- The jury management system will rely on access to the Customer's SMTP server for the purpose of sending outbound email. The Customer agrees to provide such access and to supply information about its SMTP server to Tyler including, but not limited to: SMTP host name or IP address, assigned username and password, port number, any required firewall exception(s) to facilitate access.
- If the court exceeds the stated maximum number of text messages per year (via SMS), they will pay \$0.14/text and will be billed monthly;
- Provide and purchase any SSL certificates required for encryption in motion (if desired).