

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SOFTWARE AND SERVICES AGREEMENT**

This **AMENDMENT NO. 2** ("Amendment 2" or "Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Tyler Technologies, Inc.**, a Delaware corporation ("Contractor"), collectively "the Parties," to be effective for all purposes November 15, 2023.

WHEREAS, County and Contractor entered into Agreement No. AGR16-701 (the "Agreement"), dated June 15, 2016, and Amendment 1 ("Amendment 1"), dated October 1, 2021, for Enterprise Resource Planning System and Related Implementation Services ("ERP") as Amended the Agreement; and

WHEREAS, the original Term was subject to renewal upon mutual agreement by the parties and consistent with applicable procurement and appropriation laws; and

WHEREAS, through an administrative error County did not timely issue an amendment to extend the term, as allowed in the Agreement, prior to expiration; and

WHEREAS, the Parties continued to operate in good faith, under the terms of the Agreement as if the Agreement was timely extended by County; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term of the Agreement as originally contemplated; and

WHEREAS, the ERP system was originally procured through the issuance of a Request for Proposals ("RFP");

WHEREAS, subsequent to the effective date of the Agreement, the product option identified as Tyler Transparency Portal was replaced with Finance Insights powered by Socrata and is now referred to as "Finance Insights" or "Open Finance"; and

WHEREAS, the County Chief Purchasing Officer has determined that procurement of additional products "Finance Insights" and "Enterprise Forms" and associated implementation and maintenance services may be obtained in accordance with Section E(1)(o) of the Agreement; and

WHEREAS, County wishes to implement Finance Insights and Enterprise Forms; and

WHEREAS, in accordance with Section E(1)(o) of the Agreement, Exhibit P, attached hereto and made a part hereof, identifies the current rates for the procurement of these optional products and services and the rates for the extended term; and

WHEREAS, the County has determined that the modules eProcure, Bid Management and ACFR are no longer required, and wishes to remove these items from the current Services provided to the County by Contractor; and

WHEREAS, the County has determined that the service titled “Final Delinquent Notice Utility Billing” named in item f. Other Implementation Services, in Exhibit A was not needed during implementation and will not be utilized, and the item should be removed; and

WHEREAS, both parties wish to amend the Agreement to extend the Term for another five (5) years at the pricing provided in Exhibit P; and

WHEREAS, the County Council approved this Amendment 2 at a public meeting held on November 14, 2023.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **Section A. DEFINITIONS, “Hosted Software”** in its entirety and replace it with the following:

“Hosted Software” refers to the Transparency Portal, Open Finance, powered by Data & Insights (formerly known as Tyler Finance Insights powered by Socrata) (“Finance Insights”), Tyler Notify, and MyCivic Bundle software products hosted by Contractor according to the terms and conditions set forth in Section D(II) of Amendment 1.

- II. Delete **Section A. DEFINITIONS, “Licensed Property”** in its entirety and replace it with the following:

“Licensed Property” refers to all Contractor software products, except the Transparency Portal defined in Section D, identified in Exhibits A, M and P, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f), and upon the Effective Date of Amendment 2, excludes eProcure, Bid Management and ACFR products.

- III. Add the following new definitions to **Section A. DEFINITIONS**:

“Planned Annual Continuing Education (“PACE”) refers to a subscription-based service to provide ongoing education for new features and functionality as they become available.

“Enterprise Forms” refers to a tool which shall allow County to develop forms from a library of templates which are configurable using a web-based application. Forms may be integrated in the ERP system, documents can be printed, emailed, downloaded or archived to TCM.

- IV. Add a new **Subparagraph (f), (g), (h), (i) and (j), to SECTION C. IMPLEMENTATION SERVICES, Paragraph 1, as follows:**

SECTION C. IMPLEMENTATION SERVICES:

1. IMPLEMENTATION PROJECT SCOPE.

- f) The Implementation Project Scope for the additional product "Finance Insights" of which are subject to the terms and conditions of Amendment 2, shall be comprised of the implementation and deliverables outlined below in Section C(1)(g) ("Implementation Project"). If any services, tasks, or responsibilities not specifically described in this Amendment are inherent or necessary sub-activities of the tasks, they shall also be included within this Scope, at no additional cost to County.
- g) **Implementation.**
- i) Contractor shall, within ten (10) business days from the Effective Date of this Amendment, contact County to schedule the Implementation Project, including scheduling a virtual kick-off meeting with County's designated staff ("County Staff"). Upon confirmation of the date of the virtual kickoff meeting, Contractor shall provide County with a written agenda, which shall include what Contractor requests the County complete prior to the kickoff meeting. As part of the kick-off meeting, the Parties shall:
 - 1. Introduce assigned Contractor project leads and County Staff ("Project Staff").
 - 2. Establish a mutually agreed upon Implementation Project Schedule that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols. Parties shall identify infrastructure needs for Finance Insights, and integration needs for Tyler Munis and any other Tyler products to integrate with Finance Insights. Contractor shall provide a written memorandum to the County Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Implementation Project Schedule. The Implementation Project Schedule may only be modified by mutual written agreement of the Parties.
 - 3. Discuss the scope of work, planning assumptions, and project progression to meet identified Production/Go-Live Launch Timeline.
 - 4. Identify data transfer methods between Contractor and County's Staff related to the performance of this Amendment.
 - 5. Establish dates, times, and methods for Contractor to perform installation of the Finance Insights.
 - ii) Contractor shall provide remote services to County for the installation of Finance Insights, which includes installation, configuration, and training of Finance Insights on County's hardware and on hosted/SaaS supported hardware provided by Contractor.
- h) **Deliverables.** The Implementation Project shall follow the stages identified below and Contractor shall conduct a meeting with County Staff at the close of each stage to provide County with updates.

- i) **Initiate and Plan:** Contractor shall provide a written memorandum to County within thirty (30) days following the kick-off meeting as identified in herein, detailing Implementation Project Schedule, Scope of Work, and Planning assumptions. Contractor shall provide County with access to Contractor's Implementation Project Portal. Contractor shall provide County with a Planning Report which contains Contractor's resource commitments, details of Contractor's key components of the Implementation Project, responsibilities, and timeline.
 - ii) **Assess and Define:** Contractor shall assist County in determining future state decisions and configuration options to support future state decisions and provide a solution orientation report detailing configuration options and assumptions behind the proposed software configuration.
 - iii) **Installation:** Contractor shall install Finance Insights, which shall include the configuration of Finance Insights. Contractor shall develop a solution validation test plan, review with County, and update the plan as necessary.
 - iv) **Production Readiness:** Contractor shall provide County with a solution validation report, confirming that Finance Insights performs as indicated in the solution validation plan. Contractor shall provide County with a go-live action plan and inform County of necessary go-live activities. Contractor shall conduct a go-live planning session with County Staff in preparation for launch of Finance Insights. Contractor shall deliver end-user training to County Staff to demonstrate use of the software prior to go-live.
 - v) **Production:** Contractor shall deliver Finance Insights in a functional, live production state. Activities identified in the go-live action plan shall be completed. All converted data shall be available in the production environment. Contractor shall provide County with all support documentation.
 - vi) **Implementation Project Closeout:** County shall evaluate if any critical issues remain to be resolved by Contractor. If any critical issues remain, Contractor shall resolve them in a timely manner. Contractor shall confirm that proper knowledge transfer (training) to County Staff has been completed. All Contractor deliverables identified in the Planning Report, and through other scheduling meetings shall be completed.
- i) **Project Scope:** Finance Insights shall provide the following features and functions:
- i) Enables the secure internal sharing of data with central governance for access, visibility and controls.
 - ii) Internal data access, sharing and collaborations.
 - iii) Search function with up-to-date data.
 - iv) Open Budget function which tax dollars are spent.
 - v) Capital Project Explorer which allows visibility for spending on construction projects.
 - vi) Open Checkbook which provides access to details of purchases by department and vendor.
 - vii) Data Dashboard which enables fiscal discovery and reporting.

- viii) Budget which allows for publishing of the details of County's operating revenues and expenses on County's branded website.
- ix) Finance Insights shall be accessible by citizens, County staff, and County policy makers.
- x) Provides the ability to track budget to actual comparison throughout the year.
- xi) The Expenditure tool provides access to financial information, including checkbook-level details of spending.
- xii) The Expenditure tool provides the ability to navigate, analyze, and download the underlying data for understanding of the financial data.
- xiii) County shall have the ability to keep the data entirely up-to-date by automatically publishing new data to the platform, from the Enterprise ERP system.
- j) **Technical Specifications:** The functionality requirements of Finance Insights shall include at a minimum the following:
 - i) IT14 – The system shall provide access from outside of the firewall by public external users in accordance with the LAC Security Standards.
 - ii) IT148 – Citizens Interactions

V. Add a new **Subparagraph (b) to SECTION C. IMPLEMENTATION SERVICES, Paragraph 2**, as follows:

SECTION C. IMPLEMENTATION SERVICES:

2. IMPLEMENTATION SERVICES.

- b) Contractor shall provide the Professional Services and Implementation Services itemized in Exhibit P.

VI. Add a new **Subparagraph (a) to SECTION D. III PAYROLL TAX TABLE UPDATE SERVICE**, as follows:

- a) Contractor shall provide the Payroll Tax Table Update Service itemized in Exhibit P.

VII. Delete **SECTION E. COMPENSATION, Paragraph 1 only, not including the subparagraphs**, in its entirety and replace it with the following:

SECTION E. COMPENSATION:

1. **AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibits A, M, and P attached hereto and made a part hereof for all purposes, and shall be payable according to the terms set forth below and, if applicable, as identified in Exhibit L. The fees payable hereunder shall not exceed FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 43/100 DOLLARS (\$5,548,774.43), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

VIII. Add new **Subparagraphs (u), and (v), to SECTION E. COMPENSATION, Paragraph 1**, as follows:

u) Amendment No. 2 Additional Five (5) years of Agreement (FY24 - FY28).

County shall pay compensation for SaaS Subscription Fees, Annual Maintenance and Support, and Third Party Services in an amount not to exceed a combined total of ONE MILLION SEVEN HUNDRED FIVE THOUSAND SEVENTY-SIX AND 43/100 DOLLARS (\$1,705,076.43) for the additional five (5) year term pursuant to Amendment No. 2 of this Agreement (FY24 - FY28) as identified in Exhibit P. Contractor shall submit itemized monthly invoices to County's Information Management Division Management Analyst indicating amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

v) PROFESSIONAL SERVICES FEES:

- i. At any time during this Agreement, County may request Contractor to provide County Professional Services for onsite training and implementation services for up to FIFTY (50) DAYS in year one (1) of the extension made under Amendment 2 (FY24). County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$63,750.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.
- ii. At any time during this Agreement, County may request Contractor to provide County Professional Services for onsite training and implementation services for up to ONE HUNDRED TWENTY-FIVE (125) DAYS, for the Term of the Agreement. County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$159,375.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.
- iii. At any time during this Agreement, County may request Contractor to provide County Project Management Services for onsite training and implementation services for up to TWENTY-TWO (22) DAYS, for the Term of the Agreement. County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of TWENTY-EIGHT THOUSAND FIFTY DOLLARS (\$28,050.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.

VIII. Delete **SECTION F. General TERMS AND CONDITIONS, Paragraph 1, TERM**, in its entirety and replace with the following:

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(I)(1)(a), the term of the Agreement shall commence on the Effective Date and shall continue through June 14, 2028, unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, for an additional three (3) year term, consistent with applicable procurement and appropriations laws.

IX. Delete **SECTION F GENERAL TERMS AND CONDITIONS, Paragraph 30. CONTRACT DOCUMENTS** in its entirety and replace it with the following:

30. CONTRACT DOCUMENTS. This Agreement includes the following attachments and schedules:

Exhibit A	Product and Rate Schedule – First Term
Exhibit B	Service Level Agreement
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	DocOrigin and BMI End User License Agreement and Technical Documentation
Exhibit E	Los Alamos Technology Standards
Exhibit F	SOW Tasks, Phases, and Timeline Chart
Exhibit G	Statement of Work
Exhibit H	Functional Requirements Matrix
Exhibit I	In Scope Program Modifications
Exhibit J	Confidential Information Disclosure Statement
Exhibit K	Contractor's Business Travel Policy
Exhibit L	Invoicing and Payment Schedule
Exhibit M	Product and Rate Sheet for Tyler Notify and MyCivicBundle (including Tyler 311/Incident Management)
Exhibit N	Statement of Work for Implementation of Tyler Notify and MyCivicBundle
Exhibit O	Technical Specifications Tyler Notify and MyCivic Bundle (including Tyler 311/Incident Management)
Exhibit P	Product and Rate Schedule – Second Term
Exhibit Q	ThinPrint and Twilio Terms End User License Agreement

X. Delete from Exhibit A Product and Rate Schedule, subparagraph f, line-item Final Delinquent Notice Utility Billing, the \$800.00 amount has been removed from the revised compensation stated above in **SECTION E. COMPENSATION, 1. Amount of Compensation.**

XI. Add **Exhibit P**, attached hereto and made a part hereof for all purposes.

XII. Add **Exhibit Q**, attached hereto and made a part hereof for all purposes.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

TYLER TECHNOLOGIES., A DELAWARE
CORPORATION

BY: _____
ROB KENNEDY-JENSEN **DATE**
GROUP GENERAL COUNSEL

EXHIBIT P
Product and Rate Schedule – Second Term
AGR16-701

Rate Sheet for Five (5) Year Term Extension FY24 through FY28

Fees for Year One of Five (5) Year Term Extension (FY24) and Professional Services

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Integrations					
3rd Party Citizen Portal API Connector	1	\$ 0.00	0	\$ 0.00	\$ 6,565.00
Financial Management					
Accounting/GL/BG/AP	1	\$ 0.00	0	\$ 0.00	\$ 29,255.00
BMI Asset Track Interface	1	\$ 0.00	0	\$ 0.00	\$ 1,470.00
BMI CollectIT Interface	1	\$ 0.00	0	\$ 0.00	\$ 1,470.00
Capital Assets	1	\$ 0.00	0	\$ 0.00	\$ 8,777.00
Cash Management	1	\$ 0.00	0	\$ 0.00	\$ 6,143.00
Contract Management	1	\$ 0.00	0	\$ 0.00	\$ 3,800.00
Inventory	1	\$ 0.00	0	\$ 0.00	\$ 8,777.00
Project & Grant Accounting	1	\$ 0.00	0	\$ 0.00	\$ 6,434.00
Purchase Orders	1	\$ 0.00	0	\$ 0.00	\$ 8,777.00
Requisitions	1	\$ 0.00	0	\$ 0.00	\$ 6,143.00
Work Orders, Fleet & Facilities Management	1	\$ 0.00	0	\$ 0.00	\$ 10,968.00
Revenue Management					
Accounts Receivable	1	\$ 0.00	0	\$ 0.00	\$ 7,599.00
Cashiering	1	\$ 0.00	0	\$ 0.00	\$ 11,652.00
Central Property File	1	\$ 0.00	0	\$ 0.00	\$ 775.00
Citizen Self Service	1	\$ 0.00	0	\$ 0.00	\$ 7,599.00
General Billing	1	\$ 0.00	0	\$ 0.00	\$ 3,547.00

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Utility Billing CIS	1	\$ 0.00	0	\$ 0.00	\$ 3,673.00
Utility Billing Meter Interface	1	\$ 0.00	0	\$ 0.00	\$ 1,116.00
Human Resources Management					
Employee Expense Reimbursement	1	\$ 0.00	0	\$ 0.00	\$ 3,598.00
HR Management	1	\$ 0.00	0	\$ 0.00	\$ 2,914.00
Payroll w/ESS	1	\$ 0.00	0	\$ 0.00	\$ 5,953.00
Recruiting	1	\$ 0.00	0	\$ 0.00	\$ 1,394.00
Risk Management	1	\$ 0.00	0	\$ 0.00	\$ 6,738.00
Talent Management	1	\$ 0.00	0	\$ 0.00	\$ 1,673.00
Additional					
Enterprise Forms Processing (including Common Form Set)					
	1	\$ 0.00	0	\$ 0.00	\$ 5,489.00
GIS	1	\$ 0.00	0	\$ 0.00	\$ 1,268.00
IVR Gateway	1	\$ 0.00	0	\$ 0.00	\$ 3,420.00
Content Management					
Content Manager Auto Indexing and Redaction (Core)	1	\$ 0.00	0	\$ 0.00	\$ 1,268.00
Content Manager Core	1	\$ 0.00	0	\$ 0.00	\$ 11,398.00
Content Manager Core Access	1	\$ 0.00	0	\$ 0.00	\$ 1,901.00
Civic Services					
Enterprise Service Requests	1	\$ 0.00	0	\$ 0.00	\$ 5,717.00
TOTAL		\$ 0.00	0	\$ 0.00	\$ 187,271.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
My Civic	1	0	\$ 18,000.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 26,646.00
Open Finance	1	0	\$ 17,500.00
Additional			

Notify includes 150,000 Msgs and 5,000 Mins per year	1	0	\$ 27,000.00
Recurring Services			
Annual Payroll Tax Table Updates	1	0	\$ 1,000.00

TOTAL 0 \$ 90,146.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
System Management Services Contract	1	0	\$ 36,361.00
Subscription Fees			
System Management Services Contract - Extra Environment	1	0	\$ 5,350.00

TOTAL: 0 \$ 41,711.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - To be Used Year 1	50	\$ 1,275.00	\$ 0.00	\$ 63,750.00	\$ 0.00
Implementation - To be Used Years 1-5	125	\$ 1,275.00	\$ 0.00	\$ 159,375.00	\$ 0.00
Project Management	22	\$ 1,275.00	\$ 0.00	\$ 28,050.00	\$ 0.00
TOTAL				\$ 251,175.00	\$ 0.00

Summary

Total Tyler License Fees	One Time Fees	Recurring Fees
	\$ 0.00	\$ 187,271.00

Total SaaS	\$ 0.00	\$ 90,146.00
Total Tyler Services	\$ 251,175.00	\$ 41,711.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 251,175.00	\$ 319,128.00
Contract Total	\$ 570,303.00	

Rates for full Five (5) Year Extension

Description	7/1/2023- 6/30/2024	7/1/2024-6/30/2025	7/1/2025- 6/30/2026	7/1/2026- 6/30/2027	7/1/2027- 6/30/2028
ACCOUNTING/GL/BUDGET/AP	\$29,255.00	\$30,717.75	\$32,253.64	\$33,866.32	\$35,559.64
BMI ASSET TRACK INTERFACE	\$1,470.00	\$1,543.50	\$1,620.68	\$1,701.71	\$1,786.79
BMI COLLECTIT INTERFACE	\$1,470.00	\$1,543.50	\$1,620.68	\$1,701.71	\$1,786.79
CASH MANAGEMENT	\$6,143.00	\$6,450.15	\$6,772.66	\$7,111.29	\$7,466.85
CONTRACT MANAGEMENT	\$3,800.00	\$3,990.00	\$4,189.50	\$4,398.98	\$4,618.92
EMPLOYEE EXPENSE REIMBURSEMENT	\$3,598.00	\$3,777.90	\$3,966.80	\$4,165.13	\$4,373.39
FIXED ASSETS	\$8,777.00	\$9,215.85	\$9,676.64	\$10,160.47	\$10,668.50
INVENTORY	\$8,777.00	\$9,215.85	\$9,676.64	\$10,160.47	\$10,668.50
PROJECT & GRANT ACCOUNTING	\$6,434.00	\$6,755.70	\$7,093.49	\$7,448.16	\$7,820.57
REQUISITIONS	\$6,143.00	\$6,450.15	\$6,772.66	\$7,111.29	\$7,466.85
PURCHASE ORDERS	\$8,777.00	\$9,215.85	\$9,676.64	\$10,160.47	\$10,668.50
WORK ORDERS, FLEET & FACILITIES MANAGEMENT	\$10,968.00	\$11,516.40	\$12,092.22	\$12,696.83	\$13,331.67
PAYROLL W/ESS	\$5,953.00	\$6,250.65	\$6,563.18	\$6,891.34	\$7,235.91
HUMAN RESOURCES MANAGEMENT	\$2,914.00	\$3,059.70	\$3,212.69	\$3,373.32	\$3,541.99
APPLICANT TRACKING	\$1,394.00	\$1,463.70	\$1,536.89	\$1,613.73	\$1,694.42
PROFESSIONAL DEVELOPMENT	\$1,673.00	\$1,756.65	\$1,844.48	\$1,936.71	\$2,033.54
RISK MANAGEMENT	\$6,738.00	\$7,074.90	\$7,428.65	\$7,800.08	\$8,190.08
ACCOUNTS RECEIVABLE	\$7,599.00	\$7,978.95	\$8,377.90	\$8,796.79	\$9,236.63
GENERAL BILLING	\$3,547.00	\$3,724.35	\$3,910.57	\$4,106.10	\$4,311.40
CENTRAL PROPERTY FILE	\$775.00	\$813.75	\$854.44	\$897.16	\$942.02
IVR GATEWAY	\$3,420.00	\$3,591.00	\$3,770.55	\$3,959.08	\$4,157.03
MAPLINK GIS INTEGRATION	\$1,268.00	\$1,331.40	\$1,397.97	\$1,467.87	\$1,541.26
TYLER CASHIERING	\$11,652.00	\$12,234.60	\$12,846.33	\$13,488.65	\$14,163.08
UTILITY BILLING CIS	\$3,673.00	\$3,856.65	\$4,049.48	\$4,251.96	\$4,464.55

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UTILITY BILLING INTERFACE	\$1,116.00	\$1,171.80	\$1,230.39	\$1,291.91	\$1,356.50
UTILITY BILLING PORTAL API	\$6,565.00	\$6,893.25	\$7,237.91	\$7,599.81	\$7,979.80
CITIZEN SELF SERVICE	\$7,599.00	\$7,978.95	\$8,377.90	\$8,796.79	\$9,236.63
MUNIS ANALYTICS & REPORTING	\$26,646.00	\$27,978.30	\$29,377.22	\$30,846.08	\$32,388.38
TYLER CONTENT MANAGER SE	\$11,398.00	\$11,967.90	\$12,566.30	\$13,194.61	\$13,854.34
TYLER CONTENT MANAGER AUTO INDEXING AND REDACTION	\$1,268.00	\$1,331.40	\$1,397.97	\$1,467.87	\$1,541.26
TYLER CONTENT MANAGER SELF-SERVICE	\$1,901.00	\$1,996.05	\$2,095.85	\$2,200.65	\$2,310.68
TYLER FORMS PROCESSING INCLUDING GODOCS	\$5,489.00	\$5,763.45	\$6,051.62	\$6,354.20	\$6,671.91
ANNUAL PAYROLL TAX TABLE UPDATE	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	\$36,361.00	\$36,361.00	\$36,361.00	\$36,361.00	\$36,361.00
TYLER SYSTEM MANAGEMENT SERVICES SUPPORT - EXTRA ENVIR	\$5,350.00	\$5,350.00	\$5,350.00	\$5,350.00	\$5,350.00
APPLICATION SERVICES - MYCIVIC BUNDLE	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
APPLICATION SERVICES - TYLER NOTIFY	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00
FINANCE INSIGHTS (OPEN FINANCE)	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
TYLER INCIDENT MANAGEMENT	\$5,717.00	\$5,717.00	\$5,717.00	\$5,717.00	\$5,717.00
Annual Totals - Maintenance, Support, and SaaS Services	\$319,128	\$329,538.00	\$340,468.50	\$351,945.53	\$363,996.40
Total Not to Exceed Maintenance and Annual Services (FY24-FY28)					\$1,705,076.43
PROFESSIONAL SERVICES - IMPLEMENTATION TO BE USED IN YEAR 1 - 50 DAYS (\$1,275 PER DAY)	\$63,750.00				
PROFESSIONAL SERVICES - IMPLEMENTATION TO BE USED IN YEARS 1 - 5 125 DAYS (\$1,275 PER DAY)	\$159,375.00				
PROJECT MANAGEMENT 22 DAYS (\$1,275 PER DAY)	\$28,050.00				
Total Not to Exceed Professional Services (FY24-FY28)	\$251,175.00				

Total Not to Exceed Amount Additional Five (5) Years		\$	1,956,251.43
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EXHIBIT Q
Twilio Terms End User License Agreement
AGR16-701

Amendment No. AGR16-701-A2
Tyler Technologies, Inc



Acceptable Use Policy

Last Updated: February 14, 2023

This Acceptable Use Policy (“AUP”) describes rules that apply to any party (“you”, “your”, “yours”, or “Customer”) using any products and services provided by Twilio Inc. or any of its affiliates (“Services”) and any user of the Services, including via any products and services provided by Customer (“End User”). Twilio Inc. together with its affiliates will be referred to as “Twilio” in this AUP. The prohibited conduct in this AUP is not exhaustive. Customer is responsible for its End Users’ compliance with this AUP. If Customer or any End User violates this AUP, Twilio may suspend Customer’s use of the Services. This AUP may be updated by Twilio from time to time upon reasonable notice, which may be provided via Customer’s account, e-mail, or by posting an updated version of this AUP at <https://www.twilio.com/legal/aup>.

No Inappropriate Content or Users. Do not use the Services to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, content or communications which Twilio determines (a) is false or inaccurate; (b) is hateful or encourages hatred or violence against individuals or groups; or (c) could endanger public safety. This prohibition includes use of the Services by a hate group. Customer and its End Users are also prohibited from using the Services to promote, or enable the transmission of or access to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.

- Interference with the Services. Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- Reverse Engineering. Reverse engineering, copying, disassembling, or decompiling the Services.
- Falsification of Identity or Origin. Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

No Service Integrity Violations. Do not violate the integrity of the Services, including:

- Bypassing Service Limitations. Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- Security Vulnerabilities. Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- Disabling the Services. Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.
- Harmful Code or Bots. Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- Unauthorized Access. Attempting to gain unauthorized access to the Services.

Data Safeguards. Customer is responsible for determining whether the products and services that are purchased from Twilio, but provided, or otherwise made available, by a third party are, in either case, set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Customer uses those specific

(i) Services or (ii) third- party products and services.

Violations of this AUP, including any prohibited content or communications, may be reported to <https://www.twilio.com/help/abuse>. Customer agrees to immediately report any violation of this AUP to Twilio and provide cooperation, as requested by Twilio, to investigate and/or remedy that violation.

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