



FIFTH AMENDMENT TO LICENSE AND SERVICES AGREEMENT DATED DECEMBER 7, 2017

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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Marion County, Florida, with offices at 601 Southeast 25th Avenue, Ocala, Florida 34471 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 07, 2017, as amended November 6, 2018, July 16, 2019, October 6, 2020, and July 20, 2021 by mutual agreement ("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:

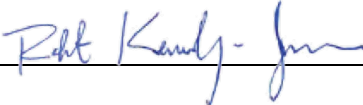
1. The items in the sales quotation attached hereto as Exhibit 1 ("Amendment Investment Summary") are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees for such items shall conform to the following terms:
 - a. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
 - b. Dedicated Project Management services will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - c. Fees for other professional services, along with applicable expenses, are billed as provided and/or incurred.
2. Client may purchase the optional items set forth in the two (2) sales quotations attached hereto as Exhibit 2 ("Optional Products"). Tyler will hold rates for optional products in place until September 30, 2022.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Marion County, FL

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 8/11/21

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary includes two (2) sales quotations detailing 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.

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Quoted By: Cindy Chase
Date: 7/15/2021
Quote Expiration: 11/30/2021
Quote Name: Marion County - EnerGov Essentials
Quote Number: 2021-126725
Quote Description: EnerGov Essentials

Sales Quotation For

Marion County
601 SE 25th Ave
Ocala, FL 34471-2690
Phone +1 (352) 438-2351

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

EnerGov Business Management - Conversion - I	\$0.00	0	\$0.00	\$19,975.00	\$19,975.00	\$0.00
TOTAL:	\$0.00	0	\$0.00	\$19,975.00	\$19,975.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	12	\$7,500.00	\$0.00	\$90,000.00
Conversion Analysis	160	\$216.00	\$0.00	\$34,560.00
Contractor Training	40	\$216.00	\$0.00	\$8,640.00
Creation of Video Trainings	40	\$216.00	\$0.00	\$8,640.00
TOTAL:				\$141,840.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$161,815.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00

Summary	One Time Fees	Recurring Fees
Summary Total	\$161,815.00	\$0.00
Contract Total	\$161,815.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management - Conversion	\$19,975.00	\$0.00	\$19,975.00
TOTAL:			\$19,975.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	3	\$7,500.00	\$0.00	\$22,500.00
TOTAL:				\$22,500.00

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.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

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.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - 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.
 - 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.
 - 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.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - 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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management was prior known as EnerGov Licensing & Regulatory Management

- If this engagement extends beyond the 12 months of PM service that is included on this proposal, client agrees that they will need to authorize and purchase additional months to match the length of engagement.
- The comment contained above that references a maximum of 12 people per class is pertinent only for internal implementation sessions. For contractor or public-facing trainings, if purchased, more attendees are allowed, based on the mutual understanding that additional questions or diversions that are an end result of an increased audience may result in an inability to cover all relevant topics within the timeframes provided. Note that these external sessions may be broadcasted via the internet (using something like WebEx), as long as this is cleared with Tyler Technologies at least 2 weeks in advance of said session(s).
- If the proposed post-live conversion services are purchased, Tyler will hold back 1 day (8 hours) of PM time from the primary EnerGov implementation PM services, which are to be used towards this post-live endeavor.



Quoted By: Cindy Chase
Date: 6/17/2021
Quote Expiration: 9/20/2021
Quote Name: Marion County - Fast Track
Quote Number: 2021-125394
Quote Description: EnerGov Fast Track

Sales Quotation For

Marion County
601 SE 25th Ave
Ocala , FL 34471-2690
Phone: +1 (352) 438-2351

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Post Live Conversion- Permits, Inspections, Plans	213	\$250	\$53,250	\$0
Total:			\$53,250	\$0

Summary

Total Tyler Software
Total Tyler Annual
Total Tyler Services
Total Third Party Hardware, Software and Services
Summary Total
Contract Total (Excluding Estimated Travel)

One Time Fees

\$0.00

\$53,250.00
\$0.00
\$53,250.00
\$53,250.00

Recurring Fees

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

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.

Client Approval:

Date:

Print Name:

P.O.#:

Comments

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- 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.
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- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Exhibit 2
Optional Products

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Quoted By: Cindy Chase
 Date: 8/9/2021
 Quote Expiration: 9/30/2022
 Quote Name: Marion County - EnerGov Additional licenses
 Quote Number: 2021-130822
 Quote Description: EnerGov Additional Licenses pricing thru 9/30/22

Sales Quotation For

Marion County
 601 SE 25th Ave
 Ocala, FL 34471-2690
 Phone +1 (352) 438-2351

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Community Development Suite (45)	\$121,500.00	0	\$0.00	\$0.00	\$121,500.00	\$24,300.00
EnerGov iG Workforce Apps (28)	\$25,200.00	0	\$0.00	\$0.00	\$25,200.00	\$5,040.00
EnerGov View Only License (7)	\$4,893.00	0	\$0.00	\$0.00	\$4,893.00	\$1,078.00
Sub-Total:	\$151,593.00		\$0.00	\$0.00	\$151,593.00	\$30,418.00
<i>Less Discount:</i>	<i>\$29,340.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$29,340.00</i>	<i>\$0.00</i>
TOTAL:	\$122,253.00	0	\$0.00	\$0.00	\$122,253.00	\$30,418.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$122,253.00	\$30,418.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$122,253.00	\$30,418.00
Contract Total	\$152,671.00	

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.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Additional:						
EnerGov Community Development Suite (45)	\$121,500.00	\$24,300.00	\$97,200.00	\$24,300.00	\$0.00	\$24,300.00
EnerGov iG Workforce Apps (28)	\$25,200.00	\$5,040.00	\$20,160.00	\$5,040.00	\$0.00	\$5,040.00
EnerGov View Only License (7)	\$4,893.00	\$0.00	\$4,893.00	\$1,078.00	\$0.00	\$1,078.00
TOTAL:	\$151,593.00	\$29,340.00	\$122,253.00	\$30,418.00	\$0.00	\$30,418.00

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.
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- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" of 40 unique business transactions, 40 template business transactions, 20 geo-rules and 20 automation events. Configuration elements beyond this will be owned by the client.

pricing will expire on 9/30/22, if not executed by 9/30/22 standard market pricing will go into effect, as of 7/15/21 market pricing is as follows Community Development license \$3,000 per license \$660 annual maintenance, iG Workforce license \$1,000 per license \$220 annual maintenance



Quoted By: Cindy Chase
Date: 7/15/2021
Quote Expiration: 12/13/2021
Quote Name: Marion County - EnerGov Optional Decision Engine
Quote Number: 2021-129953
Quote Description: EnerGov Optional Decision Engine

Sales Quotation For
Marion County
601 SE 25th Ave
Ocala, FL 34471-2690
Phone +1 (352) 438-2351

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
EnerGov Decision Engine	1	\$20,000.00	0	\$0.00	\$0.00
TOTAL:		\$20,000.00	0	\$0.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$20,000.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$20,000.00
Contract Total	\$20,000.00	

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.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

Comments

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Comments

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**Should client decide to procure Executive Insights or Decision Engine after go-live of EnerGov additional implementation services will need to be procured as follows. Decision Engine 8 hours of implementation, Executive Insights 40 hours of implementation **