



AMENDMENT NO. 8 to C2020-058

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 the City of Napa, California, with offices at 955 School Street, Napa, California 94559-0660 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 9, 2020 ("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 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 Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. Annual Services. Fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
 - b. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment shall be invoiced as provided.
- 2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 3. 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.

City of Napa, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Chuck Newberry
 4/6/25
 Tyler EPL Additional Services

Sales Quotation For:

City of Napa
 PO Box 660
 955 School Street

Napa CA 94559-0660
 Phone: +1 (707) 257-9637

Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	\$ 40,000
TOTAL:		\$ 40,000

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	104	\$ 200	\$ 20,800	\$ 0
Project Management Services - Remote	48	\$ 200	\$ 9,600	\$ 0

TOTAL:

Summary	One Time Fees	Recurring Fees
Total Services	\$ 30,400	\$ 40,000
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 30,400	\$ 40,000
Contract Total	\$ 70,400	

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

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

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.