



AMENDMENT TWO

This Amendment Two ("Amendment") is made effective on the 1st day of May 2021 by and between Socrata, Inc., a Delaware corporation and a wholly owned subsidiary of Tyler Technologies, Inc. ("Socrata"), with an office at 255 South King Street, Suite 1100, Seattle, Washington 98104, and the City of Costa Mesa, a California municipal corporation, with offices at 77 Fair Drive, Costa Mesa, CA 92626 ("Client").

WHEREAS, Socrata and Client are parties to an agreement binding upon both parties for a Software as a Service ("SaaS") subscription beginning on May 1, 2017 and ending on April 30, 2018 ("Initial Agreement"); and

WHEREAS, Socrata and Client are parties to an order binding upon both parties for an additional software subscription beginning on May 1, 2018 and ending on April 30, 2019, subject to the terms of the Initial Agreement; and

WHEREAS, Socrata and Client amended the Initial Agreement on or about April 30, 2019 with Amendment One, extended the software subscription through April 30, 2021 and replaced the Initial Agreement with the Software as a Service Agreement ("Agreement"); and

WHEREAS, on April 30, 2018, Socrata was acquired and became a wholly owned subsidiary of Tyler Technologies, Inc.; and

WHEREAS, Socrata desires to assign the Agreement to Tyler Technologies, Inc.; and

WHEREAS, Tyler Technologies, Inc. ("Tyler" or "Assignee") will accept assignment of the Agreement; and

WHEREAS, Socrata and Client now wish to amend the terms and conditions of the Agreement to renew the SaaS subscription and extend the agreement through April 30, 2022, as set forth in Exhibit A-1 ("Investment Summary") to this Amendment, assign the Agreement to Tyler, include new payment and invoicing information, and further amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Amendment, Socrata and Client agree as follows:

1. Section F(1), "Term" of the Agreement is hereby revised to read as follows:

1. Term. The Agreement is hereby renewed for a one-year term ("Renewal Term") beginning May 1, 2021 and ending April 30, 2022 as set forth in Exhibit A-1 ("Investment Summary"). Upon expiration of this Renewal Term, renewal will be by mutual agreement of Client and Tyler. Such mutual agreement may be reflected by Client's issuance of a Purchase Order for a

subsequent renewal period. Client's right to access or use the SaaS Services will terminate at the end of this Agreement.

3. Exhibit A ("Investment Summary") of the Agreement is hereby replaced with Exhibit A-1 ("Investment Summary"), attached to this Amendment.

4. The following is hereby added to the Agreement as Section B(4.1):

4.1 Client acknowledges and understands that the Tyler's SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the SaaS Services, Client acknowledges and agrees that Client is using the SaaS Services at Client's own risk and that Client is solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the SaaS Services are designed and offered for use in this Agreement. If Client intends to use the SaaS Services to store or transmit Protected Health Information ("PHI"), then the Client shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.

5. Exhibit B ("Payment and Invoicing Policy") is hereby replaced with Exhibit B-1 ("Payment and Invoicing Policy"), attached to this Amendment.

6. The Agreement is assigned to Assignee and Assignee hereby accepts assignment of the Agreement, subject to all of the rights, title, obligations, conditions and interests therein.

7. All references in the Agreement to "Socrata" or "Socrata, Inc." shall be deemed to be references to "Tyler" or "Tyler Technologies, Inc."

8. This Amendment is governed by the terms and conditions of the Agreement. Except as modified by this Amendment, the Agreement remains in full force and effect.

8. In the event of conflict, the terms and conditions of this Amendment shall take priority and supersede the terms and conditions of the Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party agrees to be bound by the terms of this Amendment and has executed this Amendment as of the date set forth above.

SOCRATA, INC., A WHOLLY OWNED SUBSIDIARY OF TYLER TECHNOLOGIES, INC.

By: H May
Name: Hannah May
Title: Senior Corporate Attorney
Date: 5/5/2021

ASSIGNEE:
TYLER TECHNOLOGIES, INC.

By: H May
Name: Hannah May
Title: Senior Corporate Attorney
Date: 5/5/2021

CITY OF COSTA MESA, CALIFORNIA

By: [Signature]
Name: _____
Title: Asst. City Manager
Date: 5/19/21

CITY OF COSTA MESA, CALIFORNIA

APPROVED AS TO CONTENT:

By: [Signature]
Name: Steve Ely
Title: I.T. Director
Date: 05/13/2021

CITY OF COSTA MESA, CALIFORNIA

APPROVED AS TO FORM:

By: [Signature]
Name: Kimberly Hall Barlow
Title: City Attorney
Date: 5/19/21

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**EXHIBIT A-1
INVESTMENT SUMMARY**

The following Investment Summary details the items to be delivered by us to you under the Agreement. This Investment Summary is effective as of the “Start Date” indicated below. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All prices included in the Investment Summary are indicated in U.S. Dollars.



Sales Quotation For
 City of Costa Mesa
 PO Box 1200
 Costa Mesa, CA 92628-1200
 Phone: +1 (714) 754-5223
 Corporate Entity: Tyler Technologies, Inc.
 EIN: 75-2303920

Quoted By: Doran King
 Quote Expiration: 7/28/2021
 Quote Name: City of Costa Mesa 2021 Renewal
 Quote Number: 2021-122505
 Quote Description: SaaS Renewal - 2021
 Start Date: 5/1/2021
 End Date: 4/30/2022

Summary
 Total Tyler Annual **Recurring Fees**
 \$13,413.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Net Price
Software				
Open Budget (50k - 150k)	1	\$14,400	\$12,214	\$12,214
Education and Support				
Education Program - Standard	1	\$42,000	\$1,199	\$1,199
Support Program - Basic	1	\$0	\$0	\$0
TOTAL:				\$13,413

Solution Descriptions

Product	SKU	Description
Open Budget (50k - 150k)	SOC-OB-3	Open Budget: Soorata Open Budget is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public.
Education Program - Standard	SOC-PS-EDU-S	Education Program - Standard: Unlimited attendance and access to virtual instructor led interactive online learning sessions and OnDemand education content.
Support Program - Basic	SOC-PS-SUP-B	Basic Support Package. As set forth on https://support.soorata.com/ho/en-us/articles/210062648-Support-Policy



EXHIBIT B-1 INVOICING AND PAYMENT POLICY

We will provide you with the items set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable items in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the term are set forth in the Investment Summary. During the subscription period, Tyler reserves the right to exercise the limits set forth in the Investment Summary and if those limits are exercised and Client wishes to add additional Users, it will require a written contract Amendment.

Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement and again every twelve months thereafter, the pricing for the SaaS Services will be adjusted to the correlated pricing terms, based on the then-current subscription rates.

2. **Other Items and Services.**

2.1 **Implementation and Other Services:** If applicable, implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 **Other Fixed Price Services (including education):** If applicable, fixed price services are invoiced upon complete delivery of the service.

3. **Payment.**

3.1 Payment for undisputed invoices is due within forty-five (45) days of receipt of invoice. We prefer to receive payments electronically. Tyler's electronic payment information is available by sending an email to: AR@tylertech.com

Any billing inquiries by Client should be directed to Tyler's Accounts Receivable Department by calling 1-800-772-2260 (press 2) or sending an email to: AR@tylertech.com

3.2 Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third-party reseller fees.