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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Burnet County whose address is PO Box 216, Burnet, Texas 78611-0216 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 26, 2017 ("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. Tyler Disaster Recovery Service as set forth in the sales quotation attached as Exhibit 1 to this Amendment is hereby added to the Agreement as of the Amendment Effective Date. Disaster Recovery services will be provided in accordance with the terms of our Disaster Recovery Agreement. Our current Disaster Recovery Agreement is attached to this Amendment as Exhibit 2.
    a. Annual fees payable under the Agreement shall be increased in the amount of $5,250.00, for the Disaster Recovery Services added herein.

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.

By: Janet Joiner (Jan 28, 2020)

Name: Janet Joiner

Title: Vice President, Finance, LGD

Date: January 28, 2020

Burnet County

By:

Name: James Oakley

Title: County Judge

Date: 1-28-2020

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the 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:	DK Robertson
Quote Expiration:	6/15/2020
Quote Name:	Burnet County Sheriff-LGD-DR
Quote Number:	2019-99456
Quote Description:	Disaster Recovery

Sales Quotation For
Burnet County Sheriff
PO Box 216
Burnet , TX 78611-0216
Phone: +1 (512) 756-8080

Tyler Software and Related Services - Annual		One Time Fees			
Description		Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Tyler Network Services					
Disaster Recovery Services		0	$0	$0	$5,250
	Sub-Total:		*$0*	*$0*	*$5,250*
	TOTAL:	**0**	**$0**	**$0**	**$5,250**

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	$0	$5,250
Total Tyler Services	$0	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$0**	**$5,250**
Contract Total	**$5,250**	

Exhibit 2
Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Services ("DR Services") for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement ("DR Agreement") and the License and Services Agreement ("Agreement") under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:
   - Agreement. The License and Services Agreement under which Tyler licenses Tyler Software to the Client.
   - Business Days. Monday through Friday, excluding Holidays.
   - Business Hours. 8 AM – 6 PM (EST) on Business Days.
   - Critical Processes. Mutually defined in the Disaster Recovery Plan.
   - Critical Users. Mutually defined in the Disaster Recovery Plan.
   - Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler annual Maintenance and Support Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.
   - Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this DR Agreement.
   - Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
   - Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
   - Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
   - Recovery Time Objective ("RTO"). One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

2. Term. The initial term shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). This DR Agreement shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Support Agreement for Tyler Software Products is terminated, this DR Agreement shall also then terminate.

3. Disaster Recovery Services. Tyler shall provide the DR Services as described in this DR Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. Client Requirements. In order for Tyler to provide DR Services pursuant this DR Agreement, Client shall:
   a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
   b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
   c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
   d) Permit installation of software required for provision of DR Services in accord with this DR Agreement as reasonably determined by Tyler;
   e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
   f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery Software.

5. Disaster shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.

6. Disaster Recovery. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.

7. Data. Data Transfer shall be handled in accord with Exhibit 1 to this DR Agreement.

8. Release Life Cycle. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.

9. Payment & Price
   In consideration of the DR Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee as set forth in the sales quotation above in Exhibit 1. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this DR Agreement are due within thirty (30) days from receipt of invoice.

10. Exclusions.
    a) Neither party shall be liable for delays in performing its obligations under this DR Agreement to the extent that the delay is caused by Force Majeure.
    b) Tyler's DR Services shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
    c) The fee paid for DR Services does not include, and Client is responsible for the costs associated with:
       i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
       ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. License Terms. Client's use of the Tyler Software Products included in the DR Services remains subject to limitations on Client's use in the Agreement, including disclaimer of implied warranties.

12. Notices. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this DR Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
    a) Actually received,
    b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
    c) Upon receipt by sender of proof of email delivery, or
    d) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in the Agreement or such other address as the party may have designated by notice or amendment to the Agreement.

    Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties for notices shall be as set forth in the Agreement.

13. This DR Agreement, along with the Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this DR Agreement it did not rely on any information not

explicitly set forth or referenced in this DR Agreement. Any changes to this DR Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

Exhibit 1

In addition to those services described elsewhere in this DR Agreement, DR Services are described in the following sections.

1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the DR Services are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the DR Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this DR Agreement, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.

- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for DR Services.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive DR Services pursuant the DR Agreement.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR Services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.

B. Hosting Services During a Disaster.
   i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
   ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this DR Agreement.
   iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.

C. Processing Assistance During a Disaster includes, as necessary:
   i. Print Output:
      a. Payroll Checks
      b. Retirement Checks
      c. Accounts Payable Checks.

ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.

iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.

D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

- Scheduled by parties at least thirty (30) days in advance,
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful.

5 Estimated Schedule

The services provided pursuant the DR Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6 Tyler's Other Responsibilities

Project management services are provided as part of the DR Services. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

7 Client's Other Responsibilities

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.

- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum.

The maximum number of named Client users available to use DR Services is 35.

Covered Applications.

All products licensed by the Client under the Agreement as of the Effective Date of the DR Agreement.

Product Specific Conditions.

None.