AMENDMENT

This amendment ("Amendment") is made this 29th day of July 2019 by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York ("Tyler") and the Broken Arrow Public Schools, with offices at 701 South Main Street, Broken Arrow, Oklahoma 74012 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 5, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement by addition of hosting services to be provided by Tyler;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. In exchange for the annual application hosting fees set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary"), Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products set forth in the Investment Summary licensed by Client ("Licensed Modules") for the one-year term commencing when Tyler first makes the Licensed Modules available to Client in the hosted environment. Subsequent annual application hosting fees will be due on each anniversary of the commencement of the hosting term.

2. Payment Terms for the items added to the Agreement pursuant to Article 1 of this Amendment shall be as follows:
   a. Tyler will invoice Client $20,225.67 when Tyler first gives Client access to the hosted environment, which equals:
      i. 100% of the first annual hosting fees which cover the twelve (12) month period commencing when Tyler first gives Client access to the hosted environment.

3. Tyler has the right to terminate Client's access to the hosted environment if Client fails to remit any required annual application hosting fees and the amount in arrears is thirty (30) days or older following thirty (30) days written notice of Tyler's intent to terminate Client's access to the hosted environment.

4. Hosting Services shall be provided in accord with Exhibit 2 to this Amendment, Service Level Agreement.

5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

7. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

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

Tyler Technologies, Inc.	Broken Arrow Public Schools
By: _____	By: _____
Name: Theodore J. Thien	Name: Steve Allen
Title: VP and General Manager, Versatrans	Title: BOE President
Date: July 23, 2019	Date: 7·29·19

Exhibit 1a: Software Investment Summary for Broken Arrow Public Schools
prices are valid until October 21 2019

4. Hosting	Quantity	Price	Extended	This Year Total	Year 2 Renewal
Versatrans Routing and Planning Hosting for up to 240 vehicles	1	$6,416.67	$6,416.67	$6,416.67	$6,416.67
Versatrans Onscreen Hosting for up to 240 vehicles	1	$5,499.00	$5,499.00	$5,499.00	$5,499.00
Versatrans Triptracker Hosting for up to 240 vehicles	1	$4,140.00	$4,140.00	$4,140.00	$4,140.00
Versatrans Fleetvision Hosting for up to 240 vehicles	1	$2,100.00	$2,100.00	$2,100.00	$2,100.00
Versatrans e-Link Hosting for up to 240 vehicles	1	$2,070.00	$2,070.00	$2,070.00	$2,070.00
Subtotal: Hosting			$20,225.67	$20,225.67	$20,225.67

Total One-Time Fees: $20,225.67

Total Recurring Fees **: $20,225.67

** Subject to annual increase after Year 2

[1] *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

[2] *Training Classes are limited to 5 persons and are delivered in 2 hour increments*

Quote prepared on July 23, 2019

Signature

7.29.19

Exhibit 2

SERVICE LEVEL AGREEMENT

I.   Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Agreement between Tyler and Client to which this is attached as Exhibit 2. The SLA is effective as of the Effective Date of the Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services shall be delivered in accord with the then-current Maintenance Agreement for the Tyler Software Products licensed by Client.

II.   Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the Agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure

III.   Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365 (excluding maintenance windows). Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a.   Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b.   Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own

outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

    c.   Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV.   Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V.   Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.