



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 5101 Tennyson Parkway, Plano, TX 75024 ("Tyler") and Panola County, Texas with offices at 110 S. Sycamore St., Ste. 201, Carthage, TX 75633-2543 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 1, 2016 ("Agreement"); and

WHEREAS, the Term of the Agreement expires January 31, 2021 ("Expiration Date"); and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 93202; and

WHEREAS, Client desires to renew said Agreement, and Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed, for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced quarterly in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on concurrent users indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Panola County, Texas

By: Sherry Clark

By: LeeAnn Jones

Name: Sherry Clark

Name: Lee Ann Jones

Title: Senior Corporate Attorney

Title: County Judge

Date: February 24, 2021

Date: February 19, 2021



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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Investment Summary

Tyler Products	Annual Cost
Odyssey Jail Manager	\$66,192.00
Odyssey Prosecutor	\$11,820.00
Odyssey Case Manager	\$37,824.00
Odyssey Financial Manager	Included
Odyssey Check Manager	\$4,728.00
Odyssey Law Enforcement RMS	\$66,192.00
Tyler Jury	\$4,728.00
Current Annual SaaS Fee	\$191,484.00

Annual Pricing Plan	Year 1	Year 2	Year 3
Annual SaaS Fees	\$191,484.00	\$201,058.20	\$211,111.11
Annual Increase	\$9,574.20	\$10,052.91	\$10,555.56
Total Contract	\$201,058.20	\$211,111.11	\$221,666.67