AMENDMENT

This amendment ("Amendment") is made this 16 day of September, 2020 by and between Tyler Technologies, Inc., with offices at 11 Cornell Road, Latham, New York 12110 ("Tyler") and the Saratoga Springs City Schools with offices at 3 Blue Streak Boulevard, Saratoga Springs, New York 12866 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 14, 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. Adding Data Security and Privacy Plan. The Data Security and Privacy Plan attached hereto as Exhibit 1 is hereby added to the Agreement as of the execution of this Amendment.

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

3. 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: Theodore Thien

Name: Theodore Thien

Title: Vice President & General Manager, Transportation

Date: 09/16/20

Saratoga Springs City Schools

By: David L'Hommedieu
David L'Hommedieu (Sep 16, 2020 12:36 EDT)

Name: David L'Hommedieu

Title: Assistant Superintendent

Date: 09/16/20

EXHIBIT 1

Data Security and Privacy Plan

Tyler sets forth the following Data Security and Privacy Plan with respect to Tyler Software and services ("Plan") in accordance with the requirements of New York Education Law §2-d and the implementing regulations set forth in Part 121 of the Regulations of the Commissioner of Education ("NY Education Privacy Laws"). Capitalized but undefined terms shall have the meaning attributed to them in the NY Education Privacy Laws.

The Plan amends the Agreement and is incorporated into the Agreement by reference.

SECTION A

Bill of Rights for Data Privacy and Security

Client has provided to Tyler, and Tyler has reviewed, Client's Parents Bill of Rights for data privacy and security ("Bill of Rights") in effect as of the Effective Date of the Agreement, and agrees to incorporate the Bill of Rights by reference in its entirety, as if fully set forth herein. Any changes made by Client to the Bill of Rights after the Effective Date shall not be incorporated into the Agreement unless provided and agreed to by Tyler in writing.

Additionally, the following information is provided to assist Client with developing the supplemental information required by Part 121.3(c) of the NY Education Privacy Laws:

1. Student Data, or Teacher or Principal Data, will be used by Tyler solely for providing the Tyler Software and Tyler services purchased by Client through its Agreement with Tyler. Nothing in this Plan shall be construed to apply to Third Party Products and Third Party Services purchased by Client pursuant to the Agreement.
2. Tyler subcontractors or other third party authorized persons or entities, if any, to whom Tyler discloses Student Data, or Teacher or Principal Data, must agree to comply with data protection and security requirements as required by applicable federal and state laws and regulations.
3. Upon the expiration of the term of the Agreement, Tyler will, at Client's election, either (i) return all Student Data, Teacher or Principal Data, to the Client in a SQL data format, or as otherwise agreed to by Tyler and Client; or (ii) destroy all Student Data, Teacher or Principal Data, in Tyler's possession to the fullest extent commercially feasible, as soon as practicable upon expiration of the Agreement, unless otherwise required by applicable law. To the extent that destruction of all Student Data, and Teacher or Principal Data, is infeasible Tyler's obligations under this Plan with respect to such Student Data, and Teacher or Principal Data, will continue for as long as Tyler retains such data.
4. Client shall be solely responsible for addressing challenges to the accuracy of Student Data, or Teacher or Principal Data, processed by Tyler pursuant to the Agreement, or any other inquiry made by a third party with respect to said data. In the event that Tyler receives a third party

request for access to Student Data, or Teacher or Principal Data, whether such request is made in accordance with the NY Education Laws or other applicable Federal or State law or regulation, Tyler will promptly inform Client of such request in writing, if allowed by law or judicial and/or administrative order.

5. Student Data, or Teacher or Principal Data will be stored in a secure hosting facility in the United States. Tyler maintains industry standard intrusion detection and prevention systems to monitor malicious activity attempting to access said data. Our data centers are accessible only by authorized personnel with a unique key entry. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access. In the event a third party will be hosting said data, Tyler will ensure that said third party has security protections equivalent or more stringent than those set forth herein.
6. Student Data or Teacher or Principal Data transmitted between Client workstations and the Tyler or third party hosting center will be encrypted using industry standard methods for data in transit, as applicable. Student Data or Teacher or Principal Data hosted in a Tyler or third party data center will be encrypted using industry standard methods for data at rest, as applicable.

SECTION B

Data Security and Privacy Plan

As required by Part 121.6(a) of the NY Education Privacy Laws, Tyler hereby identifies and incorporates into this Plan the following elements:

1. During the term of the Agreement, Tyler will comply with federal and state data security and privacy laws, including NY Education Privacy Laws, as apply to Tyler's performance of services under the Agreement. Additionally, Tyler will comply with Client's data security and privacy policy as provided to and agreed by Tyler in writing as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.
2. Tyler will protect Personally Identifiable Information that it receives under the Agreement using industry standard security measures utilizing the following: (i) administrative controls (for example, Tyler organizes itself to emphasize security and ensure human resource processes are in place to help facilitate security; (ii) physical controls (for example, Tyler invests in secure data centers and associated practices); and (iii) technical controls (for example, Tyler hosted solutions are secured through a layered series of barriers and monitoring tools that are designed to detect and defeat unauthorized attempts to reach client data.
3. Tyler has provided all information required of it by Part 121.3(c) of the NY Education Privacy Laws in Section A of this Plan, and will comply with the applicable requirements of the supplemental information, as required and to the extent not inconsistent with its obligations under applicable law.
4. All Tyler employees who have access to Student Data, or Teacher or Principal Data under the Agreement have or will receive, prior to obtaining access to said data, Tyler's standard information security and privacy awareness training. Additionally, all Tyler employees sign confidentiality agreements which extend to Student Data and Teacher and Principal Data.

5. Tyler will manage data security and privacy incidents that implicate Personally Identifiable Information in accordance with the applicable requirements of Part 121.10 of the New York Education Privacy Laws.
6. Tyler will comply with applicable requirements of Part 121.9 of the NY Education Privacy Laws in its performance of the Agreement.
7. Tyler will comply with applicable requirements of Part 121.10 of the NY Education Privacy Laws in notifying Client in the event of any Breach or Unauthorized Release of Client's Personally Identifiable Information.