

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. ("Tyler") and Hidalgo County, Texas ("End User").

WHEREAS, Tyler and the End User are parties to a certain Revised End User License Agreement and Professional Services Agreement dated December 21, 2009 ("Agreement"); and

WHEREAS, End User was party to an agreement with the CUC whereby End User was authorized to enter into the Agreement with Tyler; and

WHEREAS, End User has discontinued its agreement with the CUC; and

WHEREAS, End User desires to continue to use the Licensed Software under the same terms and conditions as provided in the Agreement and to remove references to, and involvement with, the CUC therein;

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

1. Maintenance and Support Services Agreement, Section 7.2 (a) of the Agreement is hereby deleted in its entirety and replaced with the following as of the effective date of this Amendment:

"7.2 (a) Tyler shall send invoices to End User annually in advance for the Maintenance and Support Fees due hereunder prior to the commencement of any renewal of the Maintenance and Support Term and End User shall remit payment thereof directly to Tyler."
2. For purposes of the Agreement and this Amendment, the parties understand and agree that End User's termination of its agreement with the CUC is not intended, and shall not be deemed, to result in a termination of the Agreement. The parties further expressly agree that because the Agreement was appropriately and validly entered into while the CUC purchasing agreements were in place, it shall continue as a direct relationship between Tyler and End User surviving termination of the CUC purchasing agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.
Courts & Justice Division

Hidalgo County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____