

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 End User License and Professional Services Agreement dated November 14, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The Licensed Software SessionWorks Judge Edition is hereby removed from the Agreement. End User's license with regard to said software is hereby terminated absolutely and for all purposes. End User shall discontinue use of the said Licensed Software and will cause the same to be removed or rendered inoperable on End User's computer systems.
2. As of the effective date of this Amendment, Tyler shall have no further obligation to provide maintenance and support services with regard to the Licensed Software removed hereby and End User shall have no further obligation to make payment for the same.
3. The Licensed Software detailed in the attached Schedule 1 is hereby added to the Agreement and shall become subject to the terms, conditions and restrictions thereof. The Licensed Software added hereby shall become subject to the maintenance and support services agreement, and the fees associated therewith as detailed on Schedule 1 become payable, pursuant to the Agreement.
4. The Professional Services detailed in the attached Schedule 1 are hereby added to the Agreement. Tyler shall invoice End User for Professional Services pursuant to the Agreement. It is expressly understood and agreed that any unused Professional Services that existed as part of the Agreement before the effective date of this Amendment shall remain available for End User use.
5. In consideration of the license terminated hereby, Tyler shall credit End User (as reflected on Schedule 1) the amount of \$110,250 previously paid for the SessionWorks Judge Edition software toward the License Fees associated with the Licensed Software added hereby. The remaining credit balance of \$11,250 shall be applied at End User's discretion to Professional Services fees, provided, however, that any credit unused shall after 1 year shall expire.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. 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.

Hidalgo County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1
Investment Summary

LICENSED SOFTWARE	LICENSE FEE
Electronic Signatures + Merged to Tiff	\$45,000
LEAD Tools (250 Seats)	\$9,000
eNotices	\$45,000
SessionWorks Judge Edition License Credit	(\$110,250)
	Remaining Credit Balance
	\$11,250

ANNUAL M&S
\$9,450
\$9,450
ANNUAL M&S
\$18,900

PROFESSIONAL SERVICES	HOURS	RATE/HR	T&M AMOUNT
Project Management	6	\$160	\$960
Setup, Configuration, & Consulting	28	\$149	\$4,172
Training	12	\$138	\$1,656
Estimated Travel Expenses			\$4,462
			TOTAL SERVICES
			\$11,250