



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at One Tyler Drive, Yarmouth, ME 04096, and Williamson County, TX ("Client").

WHEREAS, Tyler and Client are parties to an agreement effective February 5, 2019 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076; and

WHEREAS Client desires to amend the Agreement to add the Licensed Software and related maintenance and support as detailed on the attached Amendment Exhibit 1.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The Licensed Software and maintenance and support identified on Amendment Exhibit 1 are hereby added to the Agreement.
2. License Fees identified on Amendment Exhibit 1 will be invoiced 100% upon the day we make the Tyler Software available to download.
3. Annual Maintenance and Support Fees as set forth on the Amendment Exhibit 1 will be invoiced on a prorated basis beginning on the day we make the Tyler Software available to download and continuing through the end of Client's current maintenance term. Subsequent maintenance and support fees shall be due annually in advance at Tyler's then-current rates.
4. This Amendment shall be governed and construed in accordance with the terms and conditions of the Agreement.
5. All terms and conditions of the Agreement not herein amended will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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.

Williamson County, Texas

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Sr. Corporate Attorney

Title: _____

Date: August 13, 2019

Date: _____

Exhibit A Investment Summary

SOFTWARE PRODUCTS	LICENSE FEE	ANNUAL M&S INCREASE
GIS Connector	\$9,750	\$2,048
LICENSE FEE PAYMENT TERMS	TOTAL LICENSE FEE	ANNUAL M&S INCREASE
100% upon availability to download	\$9,750	\$2,048
		MAINT. EFFECTIVE DATE
		*See note below