

**Master Software License and Professional Services Agreement
Amendment No. 1**

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on March 14, 2006, Software Provider and the CUC entered into that certain Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Software Provider agreed to grant to the CUC a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, pursuant to Section 25.7 of the Agreement, Software Provider and the CUC desire to amend the terms of the Agreement to provide for the following, among other things: (a) the license grant to the CUC for the sole purpose of sublicensing the Licensed Property shall be limited to sublicensing the Licensed Property to the thirteen Participating Member Counties (defined in this Amendment); (b) the License Fee associated with such license shall be reduced to \$10,757,500 and shall be due and payable as set forth in this Amendment; (c) the Term of the Agreement shall expire on December 31, 2009; and (d) the Participating Member Counties shall contract directly with Software Provider for maintenance and support services related to the Licensed Property, all as more particularly described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. The following definitions hereby supersede and replace the definitions contained in the Agreement:

a. License Fee means \$10,757,500 made payable in various payments pursuant to Section 4.1;

b. Participating Member Counties means: (i) Collin County, Texas; (ii) Fort Bend County, Texas; (iii) Gregg County, Texas; (iv) Tarrant County, Texas; (v) Denton County, Texas; (vi) Grayson County, Texas; (vii) Guadalupe County, Texas; (viii) Williamson County, Texas; (ix) Galveston County, Texas; (x) Hidalgo County, Texas; (xi) Nueces County, Texas; (xii) Cameron County, Texas; and (xiii) San Patricio County, Texas. No other Member County shall have the right to become a Participating Member County under the terms of the Agreement.

c. Price List means the license fees and maintenance fees associated with each Participating Member County as set forth in Schedule A to this Amendment.

d. Standard Maintenance Agreement means Software Provider's standard maintenance and support services agreement to be executed by Software Provider and each Participating Member County. Each Participating Member County shall have the option of purchasing "Tier 1 Support" or "Tier 2 Support", as defined in the Standard Maintenance Agreement.

e. Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

f. Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by Participating Member County technical staff.

g. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Relationship with Participating Member Counties. The Agreement is hereby amended by deleting Section 2.4(b) in its entirety and replacing it with the following:

"(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without CUC participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, and the invoicing and payment of all related maintenance fees shall occur between Software Provider and each respective Participating Member County."

3. License Fee. The Agreement is hereby amended by deleting Section 4.1 in its entirety and replacing it with the following:

"4.1 License Fee. The License Fee is \$10,652,500. As of the Effective Date of this Amendment, the parties acknowledge and agree that the CUC has paid \$_____ of the License Fee, which shall be allocated among the Participating Member Counties as set forth on Schedule B to this Amendment. The remaining License Fee shall be due and payable as follows:

<u>Payment Date</u>	<u>Amount to be Paid</u>
12/31/2009	\$2,185,750

Software Provider shall invoice the CUC thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the CUC shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the CUC on each such Payment Date. In the event that the CUC timely pays the License Fee in full by December 31, 2009, Tyler shall remit to the CUC a one-time incentive bonus in the amount of \$800,000. Upon the CUC's timely payment of the License Fee in full, the foregoing licenses shall become irrevocable as set forth in Section 3.2 of this Agreement. If the licenses are revoked by Software Provider because of the CUC's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense using the procedure set forth in Section 3.8 of this Agreement."

4. Invoice and Payment. Section 4.4 of the Agreement is hereby amended by deleting the following sentence in its entirety:

"Software Provider shall invoice the CUC for maintenance fees in accordance with the terms of the Standard Maintenance Agreement."

5. Implementation Services. The Agreement is hereby amended by adding the following sentence to the end of Section 5.4:

"Software Provider shall continue to deliver implementation and other services as set forth in any previously approved Implementation Plan, without regard to any expiration of the Term of this Agreement provided, however, that such continuation of delivery does not relieve any Participating Member County from its obligation to pay for software licenses and services as set forth in this Agreement. Software Provider's hourly service rates for implementation and other services included in any existing approved Implementation Plan shall be as set forth for the hours in such Implementation Plan. Software Provider's hourly service rates for implementation and other services quoted in a new Budget Proposal or Change Order to an existing implementation plan hereunder shall be according to Software Provider's then current published annual rates as set forth in Schedule C and as may be amended annually by Software Provider."

6. Maintenance and Support Agreement. The Agreement is hereby amended by deleting Section 11.1 in its entirety and replacing it with the following:

"11.1 Maintenance and Support Agreement. Each Participating Member County shall execute its own respective Standard Maintenance Agreement, which shall be between Software Provider and the Participating Member County. Such Standard Maintenance Agreement shall provide that the Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date of Participating Member County's Standard Maintenance Agreement previously executed with Software Provider and the CUC, after which time the fees may be adjusted to the level of the then current standard

Maintenance and Support Fees. At each Participating Member County's election, the Standard Maintenance Agreement shall provide either "Tier 1 Support" or "Tier 2 Support". Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of the executed Standard Maintenance Agreement, and the applicable maintenance fees shall be collected from Participating Member County as set forth below:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year."

7. Term. The Agreement is hereby amended by deleting Section 22.1 in its entirety and replacing it with the following:

"22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2009; (b) each Participating

Member County reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term")."

8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

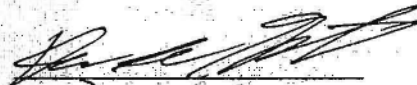
10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC. TYLER TECHNOLOGIES, INC.

Williamson County

By: 
Name: Donald Lee
Title: Executive Director
Date: 10/16, 2009

By: 
Name: Dan A. Gattis
Title: County Judge
Date: 11-4-09, 2009

~~Williamson County~~

Tyler Technologies

By: _____

Name: _____

Title: _____

Date: _____, 2009

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**Schedule "A"
Price List**

County	County Enterprise Pricing	Initial Case Type	Second Case Type	Support Init. Case Type	Support Second Case Type	Support Both Case Types
Tarrant (Note1)	2,000,000	1,387,500	612,500	194,250	87,500	250,000
Hidalgo	1,050,000	682,500	367,500	126,750	68,250	195,000
Collin	1,050,000	682,500	367,500	110,500	59,500	170,000
Denton	945,000	N/A	N/A	N/A	N/A	170,000
Fort Bend	875,000	568,750	306,250	91,000	49,000	140,000
Cameron	875,000	568,750	306,250	91,000	49,000	140,000
Nueces	875,000	568,750	306,250	91,000	49,000	140,000
Galveston	875,000	568,750	306,250	84,500	45,500	130,000
Williamson	700,000	568,750	306,250	91,000	49,000	140,000
Grayson	410,000	N/A	N/A	N/A	N/A	105,000
Gregg	630,000	409,500	220,500	68,250	36,750	105,000
Guadalupe	490,000	318,500	171,500	45,500	24,500	70,000
San Patricio	490,000	318,500	171,500	45,500	24,500	70,000

Note 1. Tarrant County's "Initial Case Type" License Fee reflects an increase of \$250,000 and a proportional Annual Maintenance and Support Fee increase of \$31,750. This "Initial Case Type" license covers all case types and case manager lines of business, except adult criminal, including the components the Law Enforcement RMS module necessary to perform and manage civil paper service.

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Schedule "B"

Allocation of License Fees Paid by CUC as of Effective Date

County	Enterprise License Fee	License Fee Paid as of Effective Date	Remaining License Fee Payments Due
Tarrant	\$1,387,500	\$1,137,500	\$250,000
Hidalgo	\$1,050,000	\$341,250	\$708,750
Collin	\$1,050,000	\$1,050,000	\$0
Denton	\$945,000	\$945,000	\$0
Fort Bend	\$875,000	\$875,000	\$0
Cameron	\$875,000	\$525,000	\$350,000
Nueces	\$875,000	\$390,000	\$485,000
Galveston	\$875,000	\$875,000	0
Williamson	\$700,000	\$700,000	\$0
Grayson	\$410,000	\$410,000	\$0
Gregg	\$630,000	\$630,000	\$0
Guadalupe	\$490,000	\$294,000	\$196,000
San Patricio	\$490,000	\$294,000	\$196,000
Totals	\$10,652,500	\$7,735,250	\$2,185,750

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**Schedule "C"
2009 Implementation Services Hourly Rates**

Project Management	\$160.00 per hour
Technical Services	\$149.00 per hour
Training Services	\$138.00 per hour