

**AMENDMENT TO
END USER AGREEMENT AND PROFESSIONAL AGREEMENT
BETWEEN TYLER TECHNOLOGIES, INC. AND JOHNSON COUNTY, TEXAS**

This amendment (the "Amendment") is made and entered into by and between Tyler Technologies, Inc. ("Tyler") and Johnson County, Texas, a political subdivision of the State of Texas, ("End User"), individually referred to as a Party and collectively referred to as the Parties.

WHEREAS, Tyler and End User are parties to a 2013 Master Interlocal Agreement for Participation in the Urban Counties TechShare Program (the "Master Agreement") with the Council of Urban Counties ("CUC") dated and approved by End User on January 13, 2014; and

WHEREAS, said Master Agreement included the Texas Conference of Urban Counties TechShare Program, TechShare.Common Integrated Justice System FY2014 Resource Sharing Addendum; and

WHEREAS, Tyler and the CUC had on September 8, 2009 entered into a CUC Master Agreement; and

WHEREAS, Tyler and End User are parties to an End User Agreement and Professional Agreement dated and approved by End User on January 13, 2014 (the "Agreement"); and

WHEREAS, Tyler has discontinued the CUC Master Agreement with the CUC and CUC has released and relieved Tyler of all duties and obligations owed to CUC under the CUC Master Agreement; and

WHEREAS, Section 26.1 of the Master Agreement states: "Standing alone, this Agreement does not grant any rights, or bind any Party to any obligations"; and

WHEREAS, the Parties desire that End User continue to use the Licensed Software under the terms and conditions as provided for in the Agreement and to remove references to, and obligations to the CUC.

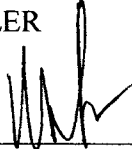
NOW THEREFORE, in consideration of the mutual promised hereinafter contained, the Parties agree as follows:

1. Section 7.2 (a) of the Maintenance and Support Services Agreement, which is Exhibit B of the Agreement referenced above, is hereby deleted in its entirety and replaced with the following language as of the effective date of this Amendment;

"Section 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 within thirty (30) days of receipt of the invoice from Tyler."

- 2. The Parties agree and understand that the Agreement referenced above between the Parties was appropriately and validly entered into while the CUC Master Agreement between Tyler and the CUC was in place and that the Agreement between the Parties shall continue in full force and effect.
- 3. The Parties agree that this Amendment only affects Section 7.2 (a) of the Agreement between the Parties and that all other terms and conditions of the Agreement shall remain in full force and effect.

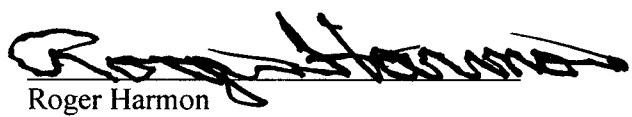
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below.

TYLER


Date: 6/30/2015

MITCHELL SPENCE, VP OF SUPPORT
5101 Tennyson Parkway & CLIENT SUCCESS
Plano, Texas 75024

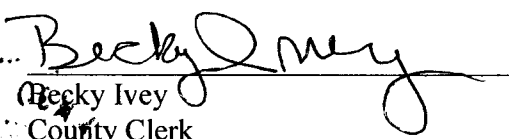
COUNTY

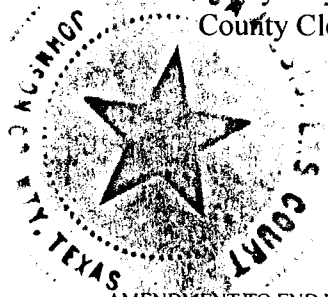


Date: 7/27/15

Roger Harmon
County Judge
2 North Main
Cleburne, Texas 76033

Attest


Becky Ivey
County Clerk



AMENDMENT

This amendment ("Amendment") is made this 28th day of May 2015 by and between Tyler Technologies, Inc. ("Tyler") and Johnson 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:

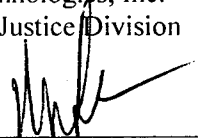
"7.2 (a) Tyler shall send invoices to End User annually in advance for the Maintenance and Support Fees due hereunder prior to the commencement of any renewal of the Maintenance and Support Term and End User shall remit payment thereof directly to Tyler."

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

Johnson County, Texas

By: 

By: 

Name: Mitchell Spence

Name: Roger Harmon

Title: VP of Customer Success & Client Services

Title: Johnson County Judge

Date: 5/28/2015

Date: 7/27/15

Continuous Improvement Program Agreement

This Continuous Improvement Program Agreement (this "CIP Agreement") is made and entered into as of the Effective Date by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and the Purchaser named on Schedule 1 of this ESS Agreement (the "Purchaser").

WHEREAS, Tyler and Purchaser have entered into that certain Maintenance and Support Agreement (the "M&S Agreement") pursuant to which, among other things, Purchaser has engaged Tyler to provide support and maintenance services as more particularly described therein; and

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain additional support services beyond those services provided for in the M&S Agreement.

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

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the M&S Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hours means 7:00 a.m. to 9:00 p.m., Central Time during Business Days.

1.4. Effective Date has the meaning set forth in Section 4.1.

1.5. Tyler Holidays means one (1) day for a New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas day.

2. TYLER RESPONSIBILITIES – SUPPORT SERVICES

2.1. CIP Packages. Tyler agrees to provide the Continuous Improvement Program Services selected on Schedule 1 of this CIP Agreement.

2.2. CIP Services. Purchaser shall be entitled to utilize during the Term, the number of courses, consulting hours and implementation days detailed on Schedule 1 at Purchaser's election.

3. FEES

3.1. Annual CIP Fee. Purchaser shall pay Tyler the annual fees as set forth on and in accordance with the timetables of Schedule 1 (the "CIP Fees").

3.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this CIP Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

3.3. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed CIP Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate services upon receipt of payment of all undisputed CIP Fees.

4. TERM AND TERMINATION

4.1. Term. This CIP Agreement shall commence in accordance with the start date set forth on Schedule 1 (the "Effective Date") and shall continue in effect for an Initial Term of one year; at the end of such term, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided herein. Purchaser must have a valid current M&S Agreement in place to be eligible to acquire or receive

CIP Services. If Purchaser's M&S Agreement Term expires during the CIP Term and Purchaser does not renew the M&S Agreement, CIP services shall be automatically terminated on the same date that Tyler Maintenance and Support Services expires.

4.2. Termination for Cause. Either Party may terminate this CIP Agreement for Cause.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this CIP Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this CIP Agreement under Section 4.2 (a) (i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 6 following such period.

(c) In the event this CIP Agreement is terminated pursuant to this Section 4.2, Purchaser shall pay for all services delivered prior to such termination.

5. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO PURCHASER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CIP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL CIP FEES FOR THEN CURRENT YEAR.

IN NO EVENT SHALL TYLER BE LIABLE TO PURCHASER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

6. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this CIP Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 6 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to mediation prior to commencing any litigation.

7. MISCELLANEOUS

7.1. Assignment. Neither party may assign this CIP Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

7.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

7.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

7.4. Counterparts. This CIP 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.

7.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

7.6. Entire Agreement. This CIP Agreement 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 hereof.

7.7. Amendment. This CIP Agreement 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 of this Agreement shall be binding upon the Parties despite any lack of consideration.

7.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder

of this CIP Agreement shall remain valid and enforceable according to its terms.

7.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this CIP Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

7.10. Governing Law. Any dispute arising out of or relating to this CIP Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

7.11. No Third Party Beneficiaries. Nothing in this CIP Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

7.12. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this ESS Agreement. If an ambiguity exists in this CIP Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the CIP Agreement or provision.

7.13. Force Majeure. No Party to this CIP Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this CIP Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

TYLER TECHNOLOGIES, INC.

By: 

Name: Mitchell Spence

Title: VP of Customer Success & Client Services

Date: 5/28/2015

JOHNSON COUNTY, (the "PURCHASER")

By: 

Name: Roger Parman

Title: Johnson County Judge

Date: 7/27/15

Continuous Improvement Program (CIP) Agreement Schedule 1

Purchaser: JOHNSON COUNTY

Effective Date: _____

CIP PACKAGE: (select one)

Option #	Webinar-based Training	1:1 Consulting	On-Site Implementation	Max Trips*	Price
✓ 1	250+ Courses	40 Hours	15 Days	4	\$34,750
2	250+ Courses	25 Hours	10 Days	3	\$27,500
3	250+ Courses	15 Hours	5 Days	2	\$20,250

PROGRAM DETAILS

- Webinar-based training and consulting services will be conducted from a Tyler office and shall be accessed remotely by Purchaser.
- Consulting and on-site implementation hours will be placed in a "bucket" to be drawn upon at the election of the Purchaser.
- Tyler will be responsible for all travel related expenses up to the maximum number of trips (Max Trips) allotted for the option selected. The Purchaser will be responsible for travel expenses for trips over the defined maximum. *Travel within 100 miles of Tyler's Plano office is not subject to the maximum trip limit.
- CIP Package services must be consumed during the current Term. Services and Hours not utilized shall be forfeited and will not carry over to any subsequent Term.