

AMENDMENT

This amendment ("Amendment") is made this 12th day of February 2008 by and between Tyler Technologies, Inc. with offices at 370 U.S. Route 1, Falmouth, Maine 04106 ("Tyler") and Tom Green County with offices at 113 W. Beauregard, San Angelo, Texas 76903 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 28, 2007 ("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. To remove the Bid Management Software and related Services as follows:
 - a. Application Software, at a Contract price of \$3,300;
 - b. Consulting, one (1) day, at a price of 1250;
 - c. Training, one (1) day, at a price of \$1,100 and
 - d. Year One Application Software Maintenance of \$594
2. Client acknowledges that should it wish to subsequently use the Bid Management Software, Client shall pay the lesser of the then-current Application Software License fee for the product or the total of the Application Software Maintenance fees that would have been payable to Tyler had the product not been removed from the Agreement.
3. To issue a credit in the amount of \$3,300 dollars for Application Software License fee paid for the Bid Management software. Said credit shall be applied toward the Application Software License fee in connection with the addition of the Inventory module per Article #4 herein.
4. To add the Inventory module and related Services as follows:
 - a. Inventory Software (Model # FA-IN-SW-C), at a cost of \$7,150, Application Software License fees of \$3,850 (balance after application of credit from Article #3 herein) to be payable upon delivery of the Software.
 - b. Inventory Consulting, One (1) day, at a cost of \$1,275;
 - c. Inventory Training, Three (3) days, at a total cost of \$3,525 (\$1,175 per day) and
 - d. Inventory Application Software Maintenance, with a Year One rate of \$1,287, is added to the annual Maintenance Agreement between Tyler and Client and is hereby waived. Subsequent years' Application Software Maintenance fees to be payable upon the renewal of the annual Maintenance Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. 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.

Tom Green County

By: Stacey M. Gerard

By: Michael D. "Mike" Brown

Name: Stacey M. Gerard

Name: Michael D. "Mike" Brown

Title: Assistant Secretary

Title: Tom Green County Judge

Date: April 18, 2008

Date: APR 15 2008