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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made this 7th day of July 2015 by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler") and Tom Green County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to three separate Software License and Professional Services Agreements dated May 21, 2012, September 24, 2012 and October 28, 2013 (collectively the "Agreements"); and

WHEREAS, in each of the three above referenced Agreements, Client purchased a seat license for a specified number of users of the SessionWorks Judge Edition Licensed Software; and

WHEREAS, Client desire to license the SessionWorks Judge Edition application on an enterprise basis for use by an unlimited number of County employees; and

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

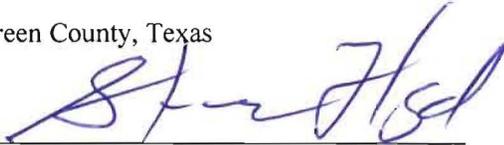
1. The seat licenses for the SessionWorks Judge Edition Licensed Software acquired by Client pursuant to the Agreements are hereby terminated.
2. Tyler hereby grants to Client an enterprise license with regard to the Licensed Software detailed in the attached Schedule A. The Client shall be entitled to utilize the SessionWorks Judge Edition Licensed Software by an unlimited number of county employees but subject to the remaining terms, conditions and restrictions cumulatively in the Agreements.
3. In consideration of the grant of an enterprise license, Client shall pay the License Fees detailed in the attached Schedule 1. The fees on the attached Schedule 1 reflect a discount for previously paid seat licenses.
4. Upon execution of this MOU, Tyler shall invoice Client for the net License Fees for the enterprise license granted hereby;
5. Upon execution of this MOU, the Licensed Software added hereby shall become subject to Client's current Maintenance and Support Agreement. Tyler shall invoice Client upon execution of this Amendment for the Maintenance and Support fees on a prorated basis through the end of the then-current annual maintenance and support term and shall additionally credit Client for any maintenance fees paid in advance for any seat licenses terminated hereby for the period commencing on the effective date on this MOU through the current applicable maintenance term;
6. The Professional Services detailed on the attached Schedule 1 are hereby added to, and shall be subject to the terms and conditions applicable to such services, the Agreement dated October 28, 2013. Tyler shall invoice Client for professional services, plus applicable expenses, as provided pursuant to the said agreement.
7. All other terms and conditions of the Agreements 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, Texas

By: _____

By:  _____

Name: _____

Title: _____

Date: _____

Name: Judge Stephen C. Floyd

Title: County Judge

Date: 7-7-15

**(Schedule 1)
Investment Summary**

Software & Services			
Software Licenses	License Fees		
Licensed Software			
Sessionworks: Judge Edition - Site License <i>(Credit for previously purchased seat licenses)</i>			\$95,000 -\$37,500
Net price for Sessionworks Judge Edition - Site License			\$57,500
Professional Services			
T&M Services	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Project Management	\$170	4	\$680
Deployment	\$155	4	\$620
Setup, Configuration & Consulting	\$155	4	\$620
Initial Training	\$145	8	\$1,160
Go-Live Assistance	\$145	8	\$1,160
 <i>Services Subtotal</i>			 \$4,240.00
Embedded Third Party Software			
<i>*Client will need to provide Dell OptiPlex 9010 All-In One PC or PC with similar specifications for each user in courtroom.</i>			

Maintenance & Support	
Support Type	Annual M&S Fees
Standard	\$19,950
 Maintenance & Support Fees: \$19,950.00 (M&S Fees due annually in advance)	

Total License Fees	\$ 95,000
T&M Services	\$ 4,240
Subtotal	\$ 99,240
Estimated Travel Expenses	\$ 702
Total Contract Price	\$ 99,942