

MODIFICATION OF CONTRACT

THIS MODIFICATION OF CONTRACT is made and entered into this 11th day of July, 2016, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as ("County") and **TYLER TECHNOLOGIES, INC.**, a ^{Delaware} ~~New Jersey~~ Corporation, whose principal address is 5101 Tennyson Parkway, Plano, TX 75024, hereinafter referred to as ("TYLER TECHNOLOGIES, INC.").

WITNESSETH:

WHEREAS, the County entered into a contract (No. CM2120) with New World Systems, dated June 23, 2014; and

WHEREAS, the County, pursuant to Exhibit AA of Contract No. CM2120 has paid \$1,043,421.00 for Licensed Standard Software, Implemented Services, and Third Party Products, \$56,463.84 of the estimated \$48,000.00 travel costs, and \$33,404.00 remains to be paid; and

WHEREAS, the County, pursuant to Exhibit C of Contract No. CM2120 has paid \$110,000.00 for year two of the annual maintenance costs for Licensed Standard Software Packages Covered for MSP Servers, and is obligated to pay annual maintenance costs of \$113,300.00 for year 3 (2016), \$116,699.00 for year 4 (2017), and \$120,200.00 for year 5 (2018); and

WHEREAS, the County has been notified that New World Systems has been acquired by Tyler Technologies, Inc., and

WHEREAS, Tyler Technologies, Inc. agrees to the terms of Contract No. CM2120, as amended by Contract No. CM2120-A1, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The contract is hereby modified to reflect Tyler Technologies, Inc., in place of New World Systems.
- 2. The parties consent to the modification of the original contract.

3. Both parties acknowledge that each party's rights, duties and obligations under the original contract (No. CM2120) and as amended by Contract No. CM2120-A1 shall be binding upon the County and Tyler Technologies, Inc.

IN WITNESS WHEREOF, the Parties have executed this Modification of Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

[Signature]
TED SELBY
Its: County Manager

WITNESSES:

TYLER TECHNOLOGIES, INC.

[Signature]
Rob Kennedy-Jensen
Printed Name of Witness:

[Signature]
Abby Diaz June 30, 2016
Its: Vice President & Associate General Counsel

[Signature]
Casey Civiello
Printed Name of Witness:

STATE OF Maine
COUNTY OF Cumberland

Before me personally appeared, Abby Diaz, as Vice President & AGC, for Tyler Technologies, Inc., who is personally known X or produced as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.


WITNESS my hand and official seal, this 30th day of June, 2016.

[Signature]
Notary Signature
Notary Public State of ME at Large
My Commission Expires: June 1, 2022

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

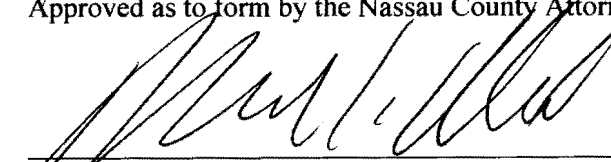

WALTER J. BOATRIGHT
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
07-13-16

Approved as to form by the Nassau County Attorney:


MICHAEL S. MULLIN

Client Communication



Tyler Technologies to Acquire New World Systems

We are pleased to announce that we have signed an agreement to acquire New World Systems, an industry leading company specializing in public safety and public administration software, with more than 2,000 clients across the U.S. New World Systems is headquartered in Troy, Michigan. Subject to regulatory approval, the acquisition is expected to close in the fourth quarter of 2015.

This is good news for both companies, but especially for our justice clients. Adding a market leading public safety offering to Tyler's strong portfolio of courts and justice solutions will enable us to deliver a comprehensive enterprise criminal justice system to the market and to our client base. We believe that our combined offering will create a unique opportunity for judicial and public safety communities at the local, county and statewide levels.

New World also offers financial management, HR/payroll, utility management, and community development software. By joining Tyler, New World will gain access to greater resources and the infrastructure necessary for expanded services to its clients.

Tyler and New World share comparable values and strengths. We see many similarities in the way both companies have entrepreneurial foundations, high client retention rates, strong financial results, successful execution of implementations, and consistently competitive products. More importantly, both companies hold relationships with clients in the highest regard, and consider these long-term relationships central to our success.

If you are a current New World client, please be assured we plan to invest in and support New World's products and clients in the consistent way we have supported and developed other recent acquisitions. The acquisition will also provide additional organizational resources and best practices that will support continuous improvement and product innovation.

Should you have any questions about the acquisition, please do not hesitate to reach out to your primary point of contact at Tyler. While this is Tyler's largest acquisition to date, you have my personal commitment to ensure a seamless transition of New World's product lines and processes into our organization, with no change in the service levels you've come to rely on from us.

Sincerely,

A handwritten signature in black ink, appearing to read "John S. Marr, Jr.", written in a cursive style.

John S. Marr, Jr.
President & CEO



New World Systems Contract-CM2120
 Effective 6/23/14
 65252525-563000 911CC

Payments	Contract	PAID	PAID	PAID	PAID 14/15	Balance	total travel to date
		043357 043120 #25	044233 #29	044500 #30	044895 #31		
Software	A.1. Effective Date	\$ 306,208.00				\$ -	
	A.2. Delivery	\$ 306,207.00				\$ -	
Implementation	B.1. Effective Date	\$ 75,159.00				\$ -	
	B.2. 90 Days	\$ 75,159.00				\$ -	
	B.3. 180 Days	\$ 75,159.00				\$ -	
	B.4. 270 Days	\$ 75,159.00				\$ -	
	B.5. Latter-365 Days/Completion	\$ 33,404.00				\$ 33,404.00	
3rd Party Products	C.1. Effective Date	\$ 65,185.00				\$ -	
	C.2. Delivery	\$ 65,185.00				\$ -	
Travel Expenses	D. As Incurred estimated	\$ 48,000.00	\$ 3,033.62	\$ 3,366.67	\$ 1,460.44	\$ 1,591.45	\$ (10,055.29) \$ 56,463.84
Totals		<u>\$ 1,124,825.00</u>	<u>\$ 3,033.62</u>	<u>\$ 3,366.67</u>	<u>\$ 1,460.44</u>	<u>\$ 1,591.45</u>	<u>\$ 23,348.71</u>
		043357	044233	044500	044895		
		043120					

	paid to date	contract bal	total contract
cummulative paid to date through 9-30-15 including travel above est	\$ 1,083,306.27	\$ 1,098,424.40	\$ 1,099,884.84
cummulative paid to date through 9-30-15 excluding travel	\$ 1,043,421.00	\$ 33,404.00	\$ 1,076,825.00

note: draw #21 was for 2nd year SSMA and paid from account 01252525-546020



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

June 3, 2014

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendix ("this Agreement") is between New World Systems® Corporation ("New World"), a Michigan Corporation and Board of Nassau County Commissioners, Florida ("Customer"). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer.

The attached Exhibits and Appendix include:

- Exhibit AA TOTAL COST SUMMARY AND PAYMENT SCHEDULE
- Exhibit A LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B IMPLEMENTATION AND TRAINING SUPPORT SERVICES
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E DEMONSTRATION SITE DISCOUNT
- Exhibit F INTENTIONALLY LEFT BLANK
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
- Exhibit H DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES
- Appendix 1 AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendix. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: *Larry D. Leinweber*
Larry D. Leinweber, President

BOARD OF NASSAU COUNTY COMMISSIONERS,

FL
(Customer)
By: *[Signature]*
Chairman Barry Hillman
By: *[Signature]* Chairman
Authorized Signature Title

Date: 06-10-14

Date: 6-23-14

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

Continuation of signature block for
Nassau County Board of County Commissioners:

Attest to the authenticity of the
Chairman's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
06-24-14

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN