

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and the Randolph Township School District with offices at 25 School House Road, Randolph, New Jersey 07869 ("Client").

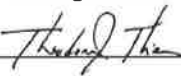
WHEREAS, Tyler and the Client are parties to an agreement dated December 17, 2013 ("Agreement"); and

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. The products and services in the attached quote, incorporated into this agreement as Exhibit 1, are hereby added to the Agreement.
2. Payment Terms for the items added to the Agreement pursuant to Article 1 of this Amendment shall be as follows:
 - a. Tyler will invoice Client \$5,913 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:
 - i. 100% of the Application Software License Fees of \$3,768;
 - ii. 100% of the first annual Application Software Maintenance Fees of \$870 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading; and
 - iii. 100% of the Fees for Training Services of \$1,275.
 - b. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).
 - c. Subsequent annual Application Software Maintenance Fees will be due on the anniversary of the date when Tyler first made the Tyler Software Products available to Client for downloading.
3. **Additional Licensing Terms:** The Tyler Software Products added to the Agreement pursuant to this Amendment are licensed for Client's internal business purposes at 25 School House Road, Randolph, New Jersey 07869 for Randolph Township School District only and otherwise subject to the terms and conditions of the Agreement.
4. **Additional Services Terms:** Additional Services. Services requested by Client in excess of those set forth in Exhibit 1 to this Amendment, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

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

Tyler Technologies, Inc.
 By: 
 Name: Theodore J. Thien
 Title: Sr. VP and General Manager, Versatrans
 Date: August 12, 2015

Randolph Township School District
 By: _____
 Name: _____
 Title: _____
 Date: _____

prices are valid until October 25, 2015

Client: Randolph Township School District

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans Triptracker for up to 6000 Students	1	\$4,710	\$4,710	\$942	\$3,768	\$0
Reportwriter	1	\$0	\$0		\$0	\$0
Subtotal: Application Software License Fees			\$4,710	\$942	\$3,768	\$0

2. Maintenance	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans Triptracker for up to 6000 Students	1	\$870	\$870	\$0	\$870	\$870
Subtotal: Application Software Maintenance Fees			\$870	\$0	\$870	\$870

3. Services	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans Triptracker Training - Online (4)	1	\$1,275	\$1,275	\$0	\$1,275	\$0
Subtotal: Application Services					\$1,275	\$0

4. Hardware and other Services	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Subtotal: Hardware and other Services					\$0	\$0

Total One-Time Fees: \$5,913
Total Recurring Fees **: \$870

** Subject to annual increase

⁴ Training Classes are limited to 5 persons

Ver. 42135
 Quote prepared on August 12, 2015

 Signature