

CONTRACT AMENDMENT NO. 2

NUECES COUNTY AND  
COURTHOUSE TECHNOLOGIES, LTD.

**WHEREAS**, the County of Nueces and Courthouse Technologies, Ltd. (herein "CHT") entered into a Software License and Service Agreement ("Contract") related to the jury management system on May 22, 2009;

**WHEREAS**, the agreement provides for written amendments upon mutual agreement of the parties and paragraph 1.3 of the Contract contemplates and allows for numerous Exhibits, which include but are not limited to statements of work to be included in the Contract;

**WHEREAS**, the parties wish to include an Exhibit C which contemplates a new scope of work;

**NOW THEREFORE**, Nueces County and CHT in consideration of the mutual agreements contained in the original contract, and additional monies provided herein do hereby mutually agree:

1. Exhibit C is added to the Contract herein attached and incorporated in its entirety;
2. To the extent Exhibit C conflicts with any terms in Exhibit A and B the terms of Exhibit C shall control;
3. Notwithstanding any provision to the contrary, Exhibit C will terminate if the governing body of Nueces County fails to appropriate the necessary funds for a subsequent year's funding as contemplated in Exhibit C. In such circumstances, Nueces County shall not be liable for any services rendered or products provided after notification by County that this Exhibit C is terminated for lack of funding. This provision supersedes any contrary provision whether found in the Agreement or any of its Attachments.
4. All other provisions of contract to the extent not contrary to the terms herein shall remain the same.

**IN WITNESS WHEREOF**, Nueces County and CHT have executed these presents in duplicate.

WITNESS our hands on this 11<sup>th</sup> day of May 2016.

NUECES COUNTY

Courthouse Technologies, Ltd.

BY: \_\_\_\_\_  
County Judge

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
County Clerk