

**Amendment No. 1  
to the  
Electronic Filing Agreement**

This Amendment No. 1 ("**Amendment No. 1**") is made and entered into as of July 23, 2013 ("**Amendment No. 1 Effective Date**") by and between Tyler Technologies, Inc. ("**Tyler**") and the Texas Office of Court Administration ("**OCA**").

**Recitals**

- A. Tyler and the OCA previously entered into an Electronic Filing Agreement with an effective date of November 8, 2012 (the "**Agreement**").
- B. The parties desire to amend the Agreement as set forth in this Amendment No. 1.

**Agreement**

The Parties therefore agree as follows:

- 1. **Definitions.** All terms defined in the Agreement with the initial letters capitalized will have the same meanings when used in this Amendment No. 1.
- 2. **Amendments.**

2.1 The following provisions are added as Section 2.3 and Section 2.4 of the Agreement:

2.3. Tyler Payment Portal. Tyler shall make available to Courts the Tyler Payment Portal for use by Registered Users for payment by credit card of Filing Fees and other applicable fees incurred through the eFiling System subject to the following terms and conditions:

- (a) Subject to Courts executing a Court Payment Card Processing Participation Agreement, Tyler will grant Courts a non-exclusive, revocable license to use the Tyler Payment Portal for the purpose of collecting and processing Filing Fees and other applicable fees related to the use of the eFiling System.
- (b) Unless otherwise provided in a separate agreement between Tyler and a Court, any intellectual property or machinery provided by Tyler, but not developed by Tyler, will be licensed by the Court directly from the manufacturer or developer of such machinery or intellectual property. The license granted by Tyler will be for the Court's exclusive use and the Courts will not have the right to sub-license Tyler's Technology used and provided by Tyler in connection with the Tyler Payment Portal. The Courts shall not reverse-engineer, disassemble or decompile the Tyler Payment Portal.
- (c) Courts may be required to execute a participation agreement and processing agreement with Tyler's payment processor.
- (d) Tyler may require Courts to execute Member Bank Agreements with the Member with which Tyler has contracted to provide payment processing services.
- (e) To the extent permitted by law, Tyler may assess to Cardholders a convenience fee based on the charged amount for each electronic payment transaction that flows through the eFiling

System when using a Card. Fee schedules shall be detailed as part of each Court's Payment Card Processing Participation Agreement.

2.4. Electronic Filing Service Providers. The OCA may contract with third party electronic filing services providers (EFSP) to prepare and submit Documents through the eFiling System for which EFSPs may assess additional services fees. Tyler shall reasonably cooperate with such EFSPs by remitting the applicable EFSP fees to the EFSP. Tyler may require the EFSP to enter into a written agreement with Tyler.

2.2 Section 3.2 of the Agreement is amended as follows (the new language is underlined and the deleted language is stricken):

3.2. Collection of Filing Fees. Tyler shall, on behalf of the Courts, collect ~~[through the Texas Payment Engine provided by Texas.gov]~~ all Filing Fees for Documents filed pursuant to this eFile Agreement from Registered Users of the eFiling System. ~~[Tyler shall pay the]~~ Filing Fees shall be transferred to the Courts ~~[within 24 hours (excluding weekends and holidays observed by Tyler, the Court, or other Federal holidays)]~~ pursuant to the Member Bank Agreement that Tyler may require Courts to execute. Credit card fees may not be deducted from any Filing Fees paid to the Courts. Except ~~[as provided in Attachment B]~~ for Government Filers and indigent filers who are not required to pay Filing Fees, Tyler shall not accept any Court Document for filing unless the required Filing Fee accompanies it.

2.3 The following provision is added as Section 3.5 of the Agreement:

3.5 Tyler Payment Portal. In addition to the Filing Fees and Use Fees collected by Tyler hereunder, to the extent permitted by law, additional fees may be applied for the processing of credit card payments through the Tyler Payment Portal as provided in the Courts' Payment Card Processing Participation Agreements.

2.4 Section 6.1 of the Agreement is amended as follows (the new language is underlined):

6.1 Tyler Proprietary Rights. The eFiling System, Tyler Payment Portal, User Documentation, Tyler's Technology and Tyler's Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of Tyler. No title to or ownership of the eFiling System, Tyler Payment Portal, User Documentation, Tyler's Technology or Tyler's Web Site, or any Proprietary Rights associated therewith, are transferred to OCA or any third party under this eFile Agreement.

2.5 Section 8.5 of the Agreement is amended as follows (the new language is underlined):

8.5 Free and Clear Title. Tyler has free and clear title (including all proprietary rights) to its eFiling System and Tyler Payment Portal (other than Embedded Third Party Software) and has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. Tyler shall not create or permit the creation of any lien, encumbrance, or security interest in any product leased or licensed hereunder.

Tyler represents and warrants that, to its knowledge, as advised by counsel, the eFiling System, Tyler Payment Portal, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

2.6 Section 10.2 of the Agreement is amended as follows (the new language is underlined):

10.2 Intellectual Property.

(a) Notwithstanding any other provision of this eFile Agreement, if any claim is asserted, or action or proceeding brought against OCA or the Courts that alleges that all or any part of the eFiling System or Tyler Payment Portal, in the form supplied, or modified by Tyler, or OCA's or the Courts' use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, OCA, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold OCA and the Courts harmless against, any such claim or action and shall indemnify OCA and the Courts against any liability, damages, and costs resulting from such claim. Tyler shall be liable to pay all costs of defense including attorneys' fees. In an action when OCA [is] or the Courts are the named defendants, Tyler shall coordinate the defense with the Office of the Attorney General of Texas (OAG) and may not agree to any settlement without first obtaining the concurrence of the OAG, which shall not be unreasonably withheld. This indemnity does not apply to the extent that such a claim is attributable to modifications to the eFiling System made by OCA, or any third party pursuant to OCA's directions, or upon the unauthorized use of the eFiling System by OCA.

(b) If the eFiling System or Tyler Payment Portal becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion:

- (i) promptly replace the eFiling System or Tyler Payment Portal, whichever is applicable, with a compatible, functionally equivalent, non-infringing system; or
- (ii) promptly modify the eFiling System or Tyler Payment Portal, whichever is applicable, to make it non-infringing; or
- (iii) promptly procure the right to use the eFiling System or Tyler Payment Portal, whichever is applicable, as intended.

2.7 Section 16 of the Agreement is amended as follows (the new language is underlined and the deleted language is stricken):

16.1 "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other

credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

16.2 "Card" or "Payment Card" means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that a Court accepts from Cardholders as payment for Filing Fees. Payment instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

16.3 "Cardholder" means the person to whom a Card is issued or who is otherwise entitled to use a Card.

~~[16.1]~~ 16.4 "Claims" means any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

~~[16.2]~~ 16.5 "Confidential Information" means, with respect to Tyler, all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or OCA's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data, and other information reasonably subject of trade secret protection under applicable state statutes. With respect to OCA and the Courts, Confidential Information means any information that OCA and the Courts are required by law, rule, or court order to keep confidential. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by OCA in breach hereof; (b) becomes available to OCA on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by OCA prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by OCA independently of any disclosures made by Tyler.

~~[16.3]~~ 16.6 "Documents" mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents filed with the Courts through Tyler's eFiling System.

~~[16.4]~~ 16.7 "eFiling System" means Tyler's Odyssey File and Serve electronic filing system to receive, transfer, maintain, and provide access to documents for the benefit of OCA and the Courts. The eFiling System includes (i) all Confidential Information and Proprietary Rights related thereto, (ii) all User Documentation, and (iii) Embedded Third party Software.

~~[16.5]~~ 16.8 "Electronic Link" or "Electronic Window" means the secure electronic connection (via the Internet) between OCA's, the Courts' and Tyler's computer systems.

~~[16.6]~~ 16.9 "Embedded Third party Software" means any software acquired or licensed by Tyler from a third party that is utilized as part of the eFiling System.

[16.7] 16.10 "Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Tyler for users of the eFiling System.

[16.8] 16.11 "Filing Fees" mean the statutory filing or other fees (but not including the Use Fee) associated with filing Documents through the Electronic Link or Electronic Window.

[16.9] 16.12 "Force Majeure" means acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

[16.10] 16.13 "Government Filer" means any Registered User who by law, rule, or court order is not required to pay Filing Fees.

[16.11] 16.14 "Information" means any electronic record or electronic representation or electronic data of any Document, as part of the record in a Court case that is transmitted using the eFiling system.

[16.12] 16.15 "Information Database" means any portion of a Court's case management electronic database, which the Court designates for information exchange in a Court's case.

16.16 "Member" or "Member Bank" means an entity that is a member of the Associations.

[16.13] 16.17 "Original Documents" mean the official versions of Documents that are filed with the Courts through the eFiling System and are maintained on the Courts' computer systems.

[16.14] 16.18 "Proprietary Rights" mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

[16.15] 16.19 "Registered User(s)" means an individual or entities with access, as defined or restricted by the Courts or OCA, to view or file Documents under the eFiling System. Registered Users may be required to agree to a "click license" prior to using the eFiling System.

[16.16] 16.20 "Services" mean the implementation, training, system configuration, customization, consulting or other services performed and to be performed by Tyler to make the eFiling System operational for OCA, the Courts, and Registered Users, as set forth in Attachment A, Statement of Work.

[16.17] 16.21 "Stakeholder(s)" means OCA, Courts, clerks, court coordinators, Registered Users, and EFSPs.

[16.18] 16.22 "Statement of Work" means the plan set forth in Attachment A (which may be amended from time to time by agreement of the Parties), which provides for the Services, timetables, and fees and expenses associated with the implementation, training, system configuration, customization, consulting, and other services required for Tyler to make the eFiling System operational for OCA and the Courts.

[16.19] 16.23 "System Requirements" mean the minimum system requirements necessary for access to and use of the eFiling System, as such may be amended from time to time by Tyler in its sole discretion.

[16.20] 16.24 "Term" has the meaning set forth in Section 4 of this eFile Agreement.

[16.21] 16.25 "Transaction" means the filing of one or more documents in a case at the same time.

16.26 "Tyler Payment Portal" means the system licensed to the Courts by Tyler under a Payment Card Processing Participation Agreement for the purpose of collecting and processing Filing Fees.

~~[16.22]~~ 16.27 "Tyler's Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, that are proprietary to and used by Tyler in connection with the operation and performance of the eFiling System and Tyler Payment Portal or made available by Tyler to OCA and the Courts, or any third party through the eFiling System or Tyler Payment Portal.

~~[16.23]~~ 16.28 "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving Tyler's eFiling System or Confidential Information that is unlawful or otherwise not expressly authorized under this eFile Agreement or in writing by Tyler. Unauthorized Use does not include any use of any Documents by OCA, the Courts or their employees, consultants, and contractors in the performance of their respective duties, including, without limitation, providing access to Documents to the general public as permitted or required by federal or state statute or rule.

~~[16.24]~~ 16.29 "Use Fees" means all amounts (other than Filing Fees charged by the Courts) received by Tyler as set forth on Attachment B, whether on a transactional or flat-rate basis, for transactions executed through the eFiling System.

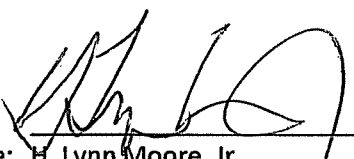
~~[16.25]~~ 16.30 "User Documentation" means the user manuals, online documentation, and other materials relating to the eFiling System provided by Tyler to users of the eFiling System.

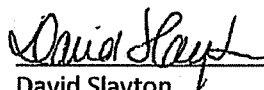
**3. Effectiveness.** This Amendment No. 1 will be effective as of the Amendment No. 1 Effective Date. Except as set forth in this Amendment No. 1, the Agreement remains unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 and it is effective upon the Amendment No. 1 Effective Date.

TYLER TECHNOLOGIES, INC.

TEXAS OFFICE OF COURT ADMINISTRATION

By:   
Name: H. Lynn Moore, Jr.  
Title: Executive VP and General Counsel

By:   
Name: David Slayton  
Title: Executive Director