

**Amendment No. 2
to the
Electronic Filing Agreement**

This Amendment No. 2 (this "**Amendment No. 2**") is made and entered into as of August 12, 2013 ("**Amendment No. 2 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**") that was amended on July 23, 2013.
- B.** Attachment B to the Agreement ("**Attachment B**") sets forth the compensation to be paid to Tyler for the services associated with the provision of the eFiling System.
- C.** The parties desire to amend Attachment B as well as certain other provisions of the Agreement as set forth in this Amendment No. 2.

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. 2.

2. Amendments.

2.1 Subsection 3.1 of the Agreement is amended as follows (the new language is underlined and the deleted language is stricken):

3.1 Use Fees/Payment. Tyler's fees and expenses associated with the Services shall be paid by OCA as [recovered through Use Fees] set forth in Attachment B. In no event shall payment exceed Seventy Two Million Seventy Thousand Dollars (\$72,070,000.00) during the Term of this Agreement and no annual payment shall exceed the annual payment total provided for each state fiscal year during the Term of this Agreement as set forth in Attachment B. Tyler acknowledges and agrees that payments for services provided under this Agreement are subject to OCA's receipt of funds appropriated by the Texas Legislature. Tyler acknowledges and agrees that if appropriated funds are not sufficient to make the payments provided in Attachment B, OCA, in its discretion, may terminate this Agreement.

2.2 The following provision is added as Subsection 4.3 and the original Subsections 4.3 and 4.4 are renumbered as 4.4 and 4.5, respectively.

4.3. Termination Due to Lack of Legislative Appropriation. In the event that OCA terminates this Agreement due to lack of appropriated funds, OCA will not be considered in default or breach under this Agreement, nor shall it be liable for any further payments due under this Agreement,

nor shall it be liable for any damages or any other amounts which are caused or associated with such termination. OCA shall make best efforts to provide reasonable written advance notice to Tyler of any such termination. In the event of termination under this section, OCA shall be liable for payments owed by OCA prior to the termination date as set forth in Attachment B.

2.3 Section 16.8 of the Agreement is amended as follows (the new language is underlined and the deleted language is stricken):

16.8. "Filing Fees" mean the statutory filing or other fees (~~[[but not including the Use Fee]~~ including, without limitation, the statewide electronic filing system fund fees) associated with filing Documents through the Electronic Link or Electronic Window.

2.4 Section 16.24 of the Agreement is amended as follows (the new language is underlined and the deleted language is stricken):

16.24. "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.]~~ mean the fixed monthly fees to be paid by the OCA to Tyler for the Services as set forth in Attachment B. Tyler shall invoice the OCA, and the OCA shall pay, the Use Fees per the schedule set forth in Attachment B. For clarity, the Use Fees are fixed, liquidated amounts that are due and payable to Tyler regardless of the number of transactions executed through the eFiling System. Use Fees do not include Filing Fees.

2.5 Section 16 of the Agreement is added by adding Subsection 16.30 as follows:

16.30. "Statewide Electronic Filing System Fund" means the fund established by Section 51.852, Texas Government Code (HB 2302, Sec. 2, 83rd Legislature, Regular Session).

2.6 Attachment B of the Agreement is hereby deleted in its entirety and replaced with **Attachment B, Use Fees**, which is attached to this Amendment No. 2 and incorporated herein by reference.

2.7 Attachment C of the Agreement is hereby deleted in its entirety and replaced with **Attachment C, Project Timeline**, which is attached to this Amendment No. 2 and incorporated herein by reference.

3. Effectiveness. This Amendment No. 2 will be effective as of the Amendment No. 2 Effective Date. Except as set forth in this Amendment No. 2, 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. 2 and it is effective upon the Amendment No. 2 Effective Date.

TYLER TECHNOLOGIES, INC.

TEXAS OFFICE OF COURT ADMINISTRATION

By: 
Name: Bruce Graham
Title: President, Courts and Justice Division

By: 
Name: David Slayton
Title: Administrative Director

Attachment B

USE FEES

#	E-Filing Service Period	Use Fees for Services Provided	Invoice Amount
2014 Texas OCA Fiscal Year:			
1	September 2013	\$ 592,125	\$ -
2	October 2013	\$ 592,125	\$ 1,184,250
3	November 2013	\$ 1,284,250	\$ -
4	December 2013	\$ 1,284,250	\$ -
5	January 2014 (start of mandatory filing)	\$ 1,284,250	\$ 3,852,750
6	February 2014	\$ 1,284,250	\$ -
7	March 2014	\$ 1,284,250	\$ -
8	April 2014	\$ 1,284,250	\$ 3,852,750
9	May 2014	\$ 1,284,250	\$ -
10	June 2014	\$ 1,384,250	\$ -
11	July 2014	\$ 1,384,250	\$ 4,052,750
12	August 2014	\$ 1,384,250	\$ -
Total 2014 Texas OCA Fiscal Year		\$ 14,326,750	\$ 12,942,500
2015 Texas OCA Fiscal Year:			
13	September 2014	\$ 1,598,542	\$ -
14	October 2014	\$ 1,598,542	\$ 4,581,334
15	November 2014	\$ 1,598,542	\$ -
16	December 2014	\$ 1,598,542	\$ -
17	January 2015	\$ 1,598,542	\$ 4,795,626
18	February 2015	\$ 1,598,542	\$ -
19	March 2015	\$ 1,598,542	\$ -
20	April 2015	\$ 1,598,542	\$ 4,795,626
21	May 2015	\$ 1,598,542	\$ -
22	June 2015	\$ 1,598,542	\$ -
23	July 2015	\$ 1,598,542	\$ 4,795,626
24	August 2015	\$ 1,598,542	\$ -
Total 2015 Texas OCA Fiscal Year		\$ 19,182,504	\$ 18,968,212
2016 Texas OCA Fiscal Year:			
25	September 2015	\$ 1,592,083	\$ -
26	October 2015	\$ 1,592,083	\$ 4,782,708
27	November 2015	\$ 1,592,083	\$ -
28	December 2015	\$ 1,592,083	\$ -
29	January 2016	\$ 1,592,083	\$ 4,776,249
30	February 2016	\$ 1,592,083	\$ -
31	March 2016	\$ 1,592,083	\$ -
32	April 2016	\$ 1,592,083	\$ 4,776,249
33	May 2016	\$ 1,592,083	\$ -
34	June 2016	\$ 1,592,083	\$ -
35	July 2016	\$ 1,592,083	\$ 4,776,249
36	August 2016	\$ 1,592,083	\$ -
Total 2016 Texas OCA Fiscal Year		\$ 19,104,996	\$ 19,111,455

#	E-Filing Service Period	Use Fees for Services Provided	Invoice Amount
2017 Texas OCA Fiscal Year:			
37	September 2016	\$ 1,621,312	\$ -
38	October 2016	\$ 1,621,312	\$ 4,834,707
39	November 2016	\$ 1,621,312	\$ -
40	December 2016	\$ 1,621,312	\$ -
41	January 2017	\$ 1,621,312	\$ 4,863,936
42	February 2017	\$ 1,621,312	\$ -
43	March 2017	\$ 1,621,312	\$ -
44	April 2017	\$ 1,621,312	\$ 4,863,936
45	May 2017	\$ 1,621,312	\$ -
46	June 2017	\$ 1,621,312	\$ -
47	July 2017	\$ 1,621,312	\$ 4,863,936
48	August 2017	\$ 1,621,318	\$ -
Total 2017 Texas OCA Fiscal Year		\$ 19,455,750	\$ 19,426,515
	Final Payment (invoiced October 2017)		\$ 1,621,318
Total Payments - 4 Year Term		\$ 72,070,000	\$ 72,070,000

Payment will be made in accordance with Texas' Prompt Payment Law and guidelines issued by the Comptroller of Public Accounts.

Attachment C
Project Timeline

The table below shows the completion date for the functional components defined in Attachment A, Statement of Work. The completion dates are shown in relation to the number of days from executing the eFile Agreement (EA). Tyler will provide a detailed project plan as required by Section 2.1 of the eFile Agreement.

Deliverable	Completion Date
eFiling Direct Connector <ul style="list-style-type: none"> • Test environment • Production environment 	EA + 180 Days EA + 210 Days
Direct eFiling Portal <ul style="list-style-type: none"> • Test environment • Production environment 	EA + 210 Days EA + 240 Days
EFM <ul style="list-style-type: none"> • Test environment • Production environment 	EA + 180 Days EA + 210 Days
Online Payments <ul style="list-style-type: none"> • Test environment • Production environment 	EA + 180 Days EA + 210 Days
Document Search/Retrieval and Storage <ul style="list-style-type: none"> • Document search/retrieval portal • Inbound document connector • External search service • Document loading portal 	Tyler and the OCA will work together and negotiate in good faith to create a mutually agreeable timeline
*EA = Executed Agreement.	