

**Extension and Amendment No. 3
To the
Electronic Filing Agreement**

This Extension and Amendment No. 3 (this "**Extension and Amendment No. 3**") is made and entered into as of July ~~22~~ 2016 ("**Extension and Amendment No. 3 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 and on August 12, 2013.
- B. The parties desire to extend the Term of the Agreement at the same price, terms and written conditions of the Agreement and amend certain other provisions of the Agreement as set forth in this Extension and Amendment No. 3.

Agreement

- 1. **Definitions.** All terms defined in the Agreement with the initial letters capitalized will have the same meanings when used in this Extension and Amendment No. 3.
- 2. **Extension.** Pursuant to Sec. 4.1 of the Agreement, Tyler and OCA hereby agree to extend the Agreement at the same price, terms and written conditions as the Agreement for four (4) additional one year terms from September 1, 2017 to August 31, 2021 (the "**Agreement Extension Period**") unless terminated earlier in accordance with the terms of the Agreement. No additional extensions will be available at the conclusion of the Agreement Extension Period.
- 3. **Amendments.**
 - 3.1 Subsection 3.1 of the Agreement is hereby amended as follows (the new language is boldfaced and underlined):

3.1 Use Fees/Payment. During the term of the Agreement from November 8, 2012 through August 31, 2017 (the "**Original Term**"), Tyler's fees and expenses associated with the Services shall be paid by the OCA as set forth in Attachment B. In no event shall payment exceed Seventy Two Million Seventy (\$72,070,000) during the **Original** Term of this Agreement and no annual payment shall exceed the annual payment total provided for each state fiscal year during the **Original** 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.

During the term of the Agreement Extension Period, in accordance with the Agreement provision that extensions are available at the same price, terms and conditions, OCA shall pay Tyler for fees and expenses associated with the Services provided during the Agreement Extension Period an amount not to exceed Seventy Two Million Seventy Thousand Dollars (\$72,070,000.00) as set forth in Attachment B-1. Tyler acknowledges and agrees that payments for services provided under this Agreement during the Agreement Extension Period 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 payments provided in Attachment B-1 for Services provided during the Agreement Extension Period, OCA, in its discretion, may terminate this Agreement.

3.2 Subsection 2.3 of the Agreement is hereby amended as follows (the new language is boldfaced and underlined):

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 **or electronic check ("eCheck")** 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. Courts that have already executed a Member Bank Agreement may be required to amend the same to allow payments from \$0.01 to \$10,000 via eCheck; Tyler's obligation to process payment via eCheck are contingent upon such Courts so amending their Member Bank Agreements.
- (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.

- (f) To the extent permitted by law, Tyler may assess to Registered Users a fee of \$1.00 per electronic payment transaction initiated via eCheck, in lieu of the per-transaction convenience fee assessed for payments made using a Card under Section 3.2(e).
- (g) Tyler shall not verify or otherwise guarantee funds for payments made via eCheck are available or sufficient in a Registered User's bank account. A \$20.00 fee shall be assessed to the Registered User for each non-sufficient funds transaction received, such fee to be paid to Tyler.

3.3 Subsection 3.5 of the Agreement is hereby amended as follows (the new language is boldfaced and underlined):

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 and eCheck payments through the Tyler Payment Portal as provided in the Courts' Payment Card Processing Participation Agreements.

3.4 Attachment B of the Agreement is hereby deleted in its entirety and replaced with **Attachment B, Use Fees – Original Term**, and **Attachment B-1, Use Fees – Agreement Extension Period**, which are attached to this Extension and Amendment No. 3 and incorporated herein by reference.

4. **Effectiveness.** This Extension and Amendment No. 3 will be effective as of the Extension and Amendment No. 3 Effective Date.
5. **Original Terms and Conditions.** Except as set forth in this Extension and Amendment No. 3, the Agreement as amended July 23, 2013 and August 12, 2013, remains unchanged and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Extension and Amendment No. 3 and it is effective upon the Extension and Amendment No. 3 Effective Date.

TYLER TECHNOLOGIES, INC.

TEXAS OFFICE OF COURT ADMINISTRATION

By: 
Name: Jeff Puckett
Title: President, Courts and Justice Division

By: 
Name: David Slayton
Title: Administrative Director

**Attachment B
Use Fees – Original Term**

#	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	1,184,250.0
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
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	1,621,318
Total 2017 Texas OCA Fiscal Year		\$ 19,455,750	\$ 21,047,833
Total Payments - Original Term		\$ 72,070,000	\$ 72,070,000

Attachment B-1
Use Fees – Agreement Extension Period

2018 Texas OCA Fiscal Year:			
49 September 2017	\$	1,501,458	
50 October 2017	\$	1,501,458	
51 November 2017	\$	1,501,458	4,504,374
52 December 2017	\$	1,501,458	
53 January 2018	\$	1,501,458	
54 February 2018	\$	1,501,458	4,504,374
55 March 2018	\$	1,501,458	
56 April 2018	\$	1,501,458	
57 May 2018	\$	1,501,458	4,504,374
58 June 2018	\$	1,501,458	
59 July 2018	\$	1,501,458	
60 August 2018	\$	1,501,458	4,504,374
Total 2018 Texas OCA Fiscal Year	\$	18,017,496	\$ 18,017,496

#	E-Filing Service Period	Use Fees for Services	
		Provided	Invoice Amount
2019 Texas OCA Fiscal Year:			
49 September 2018	\$	1,501,458	
50 October 2018	\$	1,501,458	
51 November 2018	\$	1,501,458	4,504,374
52 December 2018	\$	1,501,458	
53 January 2019	\$	1,501,458	
54 February 2019	\$	1,501,458	4,504,374
55 March 2019	\$	1,501,458	
56 April 2019	\$	1,501,458	
57 May 2019	\$	1,501,458	4,504,374
58 June 2019	\$	1,501,458	
59 July 2019	\$	1,501,458	
60 August 2019	\$	1,501,458	4,504,374
Total 2019 Texas OCA Fiscal Year	\$	18,017,496	\$ 18,017,496

#	E-Filing Service Period	Use Fees for Services	
		Provided	Invoice Amount
2020 Texas OCA Fiscal Year:			
49 September 2019	\$	1,501,458	
50 October 2019	\$	1,501,458	
51 November 2019	\$	1,501,458	4,504,374
52 December 2019	\$	1,501,458	
53 January 2020	\$	1,501,458	
54 February 2020	\$	1,501,458	4,504,374
55 March 2020	\$	1,501,458	
56 April 2020	\$	1,501,458	
57 May 2020	\$	1,501,458	4,504,374
58 June 2020	\$	1,501,458	
59 July 2020	\$	1,501,458	
60 August 2020	\$	1,501,458	4,504,374
Total 2020 Texas OCA Fiscal Year	\$	18,017,496	\$ 18,017,496

#	E-Filing Service Period	Use Fees for Services	
		Provided	Invoice Amount
2021 Texas OCA Fiscal Year:			
49 September 2020	\$	1,501,458	
50 October 2020	\$	1,501,458	
51 November 2020	\$	1,501,458	4,504,374
52 December 2020	\$	1,501,458	
53 January 2021	\$	1,501,458	
54 February 2021	\$	1,501,458	4,504,374
55 March 2021	\$	1,501,458	
56 April 2021	\$	1,501,458	
57 May 2021	\$	1,501,458	4,504,374
58 June 2021	\$	1,501,458	
59 July 2021	\$	1,501,458	
60 August 2021	\$	1,501,474	4,504,390
Total 2021 Texas OCA Fiscal Year	\$	18,017,512	\$ 18,017,512

Total Payments - Agreement Extension Period	\$	72,070,000	\$ 72,070,000
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