

AMENDMENT #2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and the Texas Office of Court Administration, on behalf of the State of Texas, with offices at 205 W. 14th St., Suite 600, Austin, Texas 78701 ("OCA").

WHEREAS, Tyler and OCA are parties to a Master Services Agreement dated December 24, 2020 ("MSA"); and

WHEREAS, Tyler and OCA desire to amend the terms of the MSA as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and OCA agree as follows:

1. The table of Service Level Requirements (SLR) included in Attachment 3-1 (Service Level Requirements) to Exhibit 3 of the MSA is hereby replaced in its entirety with the new table set forth in the Amendment Exhibit 1 of this Amendment, which reflects revisions to SLR-6, SLR-10, SLR-15 and the deletion of SLR-11.
2. The re:SearchTX Enhanced Services ("Enhanced Services") set forth in Amendment Exhibit 2 of this Amendment are hereby added to the MSA as of September 1, 2022. As of such date, Tyler shall provide the Enhanced Services to users of re:SearchTX.
3. Fees for the Enhanced Services will be determined according to the fee table in paragraph 3 of Amendment Exhibit 2.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the MSA. Except as expressly indicated in this Amendment, all other terms and conditions of the MSA shall remain in full force and effect.

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

Tyler Technologies, Inc.

Texas Office of Court Administration

By: Sherry Clark

By: Megan LaVoie

Name: Sherry Clark

Name: Megan LaVoie

Title: Group General Counsel

Title: Administrative Director

Date: 9/15/22

Date: 9/12/2022

**Amendment Exhibit 1**

**Attachment 3-1  
Service Level Requirements**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The Service Level Requirements table found in attachment 3-1 Service Level Requirements to Exhibit 3 to the OCA MSA No. 2.12-20-0385 is hereby deleted in its entirety and replaced with the following:

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-1	Cross Functional	Reporting	Reporting	Schedule Adherence	Provision of Reports within the defined timelines in the Agreement	100%	[Number of agreed actions that are completed within the target dates] + [The total number of agreed actions in the Measurement Period]	Monthly	Monthly	Critical
SLR-2	Cross Functional	Incident Resolution Time	Resolution	Time to Resolve, excluding any amount of time Contractor is waiting on either a response or an action item from OCA, Authorized Users or Integration Partners	Defect Level 1: ≤ 8 business hours Defect Level 2: ≤ 5 business days Defect Level 3: Commercially reasonable resolution, ≤ 2 quarters where the Defect impacts Integrated Partners, ≤ 1 quarter where the Defect does not impact Integrated Partners. Defect Level 4: Commercially reasonable resolution, which shall occur within three quarters from the time the issue is reported, or at a later time that is mutually agreed to by the Parties.	Defect Level 1: ≤ 8 business hours 95% of the time Defect Level 2: ≤ 5 business days 95% of the time Defect Level 3: ≤ 2 quarters where the Defect impacts Integrated Partners, ≤ 1 quarter where the Defect does not impact Integrated Partners Defect Level 4: 95% of the time Defect Level 4: ≤ 3 quarters 100% of the time	[Number of defects that met SLR] + [The total number of defects in the Measurement Period]	Quarterly	Quarterly	Critical – D1, D2, and D3 Monitored – D4

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-3	Service Desk (Filer Support)	Response Time	First Contact Resolution	First Contact Resolution Percentage	80%	100%	Number of User contacts to the filer service desk during the Measurement Period which are resolved by the initially contacted Service Desk agent and did not result in a call back by a different Service Desk agent] + [The total number of User contacts during the Measurement Period] x 100% = "Percent (%) Attained"	Monthly	Monthly	Critical
SLR-4	SaaS	Availability	Uptime/ Availability SLR Overall System Availability	Availability of EFM	Sun-Sat, 0000-2400	99.9%	Attainment of the EFM	Quarterly	Quarterly	Critical To the extent that Contractor fails to meet the Performance Target and its Attainment is less than 99.9% but is greater than 99.5%, the SLR Reimbursement for such Measurement Period shall be set at 0.5% and if Attainment is at 99.5% or less, then the SLR Reimbursement is as set forth in the SLA at 2.5%

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-5	SaaS	Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	Recovery Time and Data Recovery	Recovery Time and Recovery Point	≤8 business hours with ≤2 business hours of data loss	$\frac{\text{[Number of instances within Performance Target]} + \text{[Total number of instances during Measurement Period]}}{\text{Measurement Period}}$	Designated recovery period following a "Disaster" as designated in the Disaster Recovery Plan	Periodically throughout the recovery period	Critical
SLR-6	SaaS	Information Transmission /Readiness	Filing Completion	EFM Performance	Median elapsed time ≤ 60 seconds from acceptance of a filing to initiation of transmission of the filing to the payment processing sequence	99.9%	The middle value of all listed envelope durations for the time the envelope was accepted to the initiation of transmission of the filing to the payment processing sequence	Monthly	Monthly	Critical
SLR-7	Cross Functional	Incident Response Time	Time to Notify OCA of Defects	Time to Respond	<p>Incident Response:</p> <p>Defect Level 1 – within the sooner of 1 business hour or 4 hours</p> <p>Defect Level 2 - within 2 business hours</p> <p>Defect Level 3 - within 1 business day</p> <p>Defect Level 4 - within 2 business days</p>	<p>Incident Response:</p> <p>Defect Level 1 – within the sooner of 1 business hour or 4 hours ≥ 95%,</p> <p>Defect Level 2 - within 2 business hours ≥ 95%</p> <p>Defect Level 3 - within 1 business day ≥ 95%</p> <p>Defect Level 4 - within 2 business days</p>	$\frac{\text{[Number of Incidents that met SLR]} + \text{[The total number of Incidents in the measurement period]}}{\text{Measurement Period}}$	Monthly	Monthly	Critical

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-8	Cross Functional	Incident Response Time	Time to Notify Authorized Users of Defect Level 1 or 2	Time to Initiate Response	<p><u>During Business Hours:</u> Defect Level 1 – within 1 business hour Defect Level 2 – within 4 business hours</p> <p><u>Outside Business Hours:</u> By 9am Central time on the next Business Day</p>	business days ≥ 95% 98%	<p>[Number of incidents within Performance Target] + [Total number of incidents during Measurement Period] = "Percent (%) Attained"</p> <p>For Incidents due to change — Measure every 4 weeks</p>	Monthly	Monthly	Critical
SLR-9	Cross Functional	Incident Resolution SLRs	Root Cause Resolution	Completed per RCA plan	Complete the RCA plan per approved schedule	100%	Completed within required time	Weekly	Monthly	Monitored
SLR-10	Service Desk (Filer Support)	Response Time	Speed to Answer	Phone Response Time	Median ≤2 minutes	80%	The middle value of phone response times for all phone calls to the Service Desk (including all answered calls and abandoned calls after 2 minutes) that are received by the Service Desk during the Measurement Period	Monthly	Monthly	Monitored
SLR-11	Deleted									
SLR-12	Service Desk (Filer Support)	Response Time	E-mail and voicemail response rate	Response Time	≤ 6 business hours	98%	<p>E-mail response rate: [Number of e-mails received and responded to within the Performance Target during the Measurement Period] + [Total number of e-mails received during the Measurement Period]</p>	Daily	Weekly	Monitored

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-13	Service Desk (Filer Support)	Response Time	Incident Closure Notice (via e-mail and/or phone)	Elapsed Time after service restoration	Within 1 hour following incident resolution	98%	<p>X 100% = "Percent (%) Attained"</p> <p>Voice Mail response rate:                      [Number of voice mails received by the voicemail system during the Measurement Period and responded to by a Service Desk agent within the Performance Target]                      +                      [Total number of voice mails received by the voicemail system during the Measurement Period] x 100% = "Percent (%) Attained"</p> <p>[Number of Incidents Resolved and service requests completed during the Measurement Period for which a closure notice was provided to the User within the Performance Target]                      +                      [Total number of Incidents Resolved and service requests completed during the Measurement Period] x 100% = "Percent (%) Attained"</p>	Daily	Weekly	Critical

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-14	SaaS	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual test completed, DR test results made available to OCA and accepted by OCA in accordance with the criteria agreed upon by the Contractor and OCA prior to execution of each test	100%	[Number of instances within Performance Target] + [Total number of instances during Measurement Period]	Semi annual	Semi annual	Monitored
SLR-15	SaaS	Planned Downtime	Planned Downtime	Availability per location	≤10 hours down time per week (per component)	100%	Sum of the actual planned downtime duration of notified maintenance events, per component, per week	Weekly	Monthly	Monitored
SLR-16	SaaS	Release Documentation	Release Documentation delivered within agreed timing	Documentation received within agreed time prior to Release date	All documentation	100%	[Number of instances (releases) within Performance Target] + [Total number of instances during Measurement Period]	Monthly	Monthly	Monitored

## Amendment Exhibit 2

### re:SearchTX Enhanced Services

1. The following definition shall apply to this Amendment:  
“re:SearchTX” means the Document Access System for this project, as further described in the MSA.
2. The Enhanced Services shall be offered in two subscription offerings and include the following set of services for each re:SearchTX user:

#### **2.1 Premium Subscription**

- 15 In-Document Text Searches per month
- 15 Case Alerts at a time
- 15 Name Alerts at a time
- 15 Search Alerts at a time
- Unlimited use of the following:
  - Organizational Folders
  - Export Search Results
  - Advanced Searching
  - My Hearings

#### **2.2 Pro Subscription**

- Unlimited In-Document Text Searches per month
- Unlimited Case Alerts at a time
- Unlimited Name Alerts at a time
- Unlimited Search Alerts at a time
- Unlimited use of the following:
  - Organizational Folders
  - Export Search Results
  - Advanced Searching
  - My Hearings

3. Fees for the Enhanced Services shall be determined, based on the number of subscribers in the previous year for each subscription offering, according to the table below:

Subscription Offering	Tier	Annual Subscribers	Annual Subscription Price
<b>Annual Pro</b>	1	1 – 200	\$900
	2	201 – 300	\$855
	3	301 – 400	\$810
	4	401 +	\$765
<b>Annual Premium</b>	1	1 – 2,500	\$100
	2	2,501 – 3,500	\$95
	3	3,501 – 4,500	\$90
	4	4,500 +	\$85
<b>Monthly Pro</b>	1	All	\$90
<b>Monthly Premium</b>	1	All	\$15

- The Enhanced Services will be evaluated annually in August, and the new fees will be applicable beginning on September 1<sup>st</sup>.

- Annual Subscription Price changes for existing subscribers of annual Enhanced Services will be applied upon the existing subscriber's renewal. New subscribers of annual Enhanced Services will receive the new subscription prices that are effective on September 1<sup>st</sup>.
  - Any changes to the above pricing table must be mutually agreed upon in writing via an amendment to the MSA.
4. Tyler will specifically identify (within the release notes) any additional Enhanced Services to be offered to re:SearchTX users. OCA shall have seven (7) days to object in writing to any such additional Enhanced Services. If OCA does not timely object, the additional Enhanced Services shall be deemed approved by OCA.