

**Amendment No. 4  
To the  
Electronic Filing Agreement**

This Amendment No. 4 (this "**Amendment No. 4**") is made and entered into as of September 27, 2018 ("**Amendment No. 4 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, on August 12, 2013, and on July 22, 2016.
- B. The parties desire to further amend the Agreement as set forth in this Amendment No. 4 for the purpose of adding various redaction services and reporting analytics functionality (hereafter referred to as "Tyler Dashboard") as additional functionality to the Agreement, as further detailed herein. The parties also desire to amend the Agreement to reflect the implementation of the Document Search/Retrieval and Storage contemplated in the Agreement by amending the Statement of Work provisions in Attachment A and any other provisions of the Agreement related to the Document Search/Retrieval and Storage (hereafter referred to as "re:SearchTX").

**Agreement**

1. **Definitions.** All terms defined in the Agreement with the initial letters capitalized will have the same meanings when used in this Amendment No. 4.

2. **Amendments.**

- 2.1 The following provisions are hereby added as Subsections 1.1(a) and 1.1(b) of the Agreement:

1.1(a) License Grant for Tyler Redaction Solution and re:SearchTX. Tyler hereby grants to OCA a non-exclusive, revocable license (and sublicense with respect to Embedded Third Party Software) to the Tyler Redaction Solution and re:SearchTX for use by the State's appellate, district, county, municipal, probate, and justice courts, their clerks and other designated court staff (the "Courts") and by an unlimited number of Registered Users. As long as the Agreement remains in effect, OCA will continue to have access to the Tyler Redaction Solution and re:SearchTX as described in this Subsection 1.1(a). The Courts and the Registered Users may be required to accept a "click-thru" or other license that has been approved by OCA prior to use of these solutions. To the extent any provision of this Agreement conflicts with the terms of a "click-thru" or other license accepted by the Courts and Registered Users, this Agreement shall control. The foregoing license (and right to sublicense) shall be automatically revoked upon the expiration or termination of this Agreement.

1.1(b) License Grant for Tyler Dashboard. Tyler hereby grants to OCA a non-exclusive, revocable license (and sublicense with respect to Embedded Third Party Software) to

the Tyler Dashboard for use only by the OCA. As long as the Agreement remains in effect, OCA will continue to have access to the Tyler Dashboard as described in this Subsection 1.1(b). The foregoing license (and right to sublicense) shall be automatically revoked upon the expiration or termination of this Agreement.

**2.2** The following provisions are added as Subsections 2.5 and 2.6 of the Agreement:

**2.5 Tyler Redaction Services.** Tyler shall provide both automated and manual redaction services for the Registered User(s) of eFileTexas.gov and re:SearchTX.gov in accordance with the terms of the Statement of Work for Redaction Services attached hereto as Attachment A. The Tyler Redaction software performs redaction services, all of which are a part of the Odyssey File and Serve System and shall be subject to the License Grant contained in Subsection 1.1(a) above.

**2.6 Tyler Dashboard Services.** At no additional cost to the OCA, and pursuant to a mutually agreed upon project plan, Tyler will provide to OCA, for use only by the OCA, an internal-facing analytics dashboard (the "Tyler Dashboard") surfacing near-real time visualizations of data contained in the Electronic Filing Manager licensed to OCA under the Agreement to track the following key performance measures: filing volume; acceptance/rejection rates; timeliness of clerk action; and total number of registered users. These measures will be filterable by: filing type; court; county; statewide; EFSP; case category; and login/clerk user. The Tyler Dashboard will enable users to click through these metrics to reveal additional detail, and the underlying data can then be exported or be programmatically accessed via an API.

**2.3** Subsection 6.1 of the Agreement is amended as follows (the new language is underlined):

**6.1 Tyler Proprietary Rights.** The eFiling System (including Tyler Redaction and re:SearchTX functionality), Tyler Dashboard, Tyler Payment Portal, User Documentation, Tyler's Technology and Tyler's Web Site (including URL) constitute or otherwise involve valuable Proprietary Rights of Tyler. No title to or ownership of the eFiling System, Tyler Dashboard, 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.

**2.4** Subsection 3.1 of the Agreement is amended as follows (the new language is underlined deleted language is struck through):

**3.1 Use Fees/Payment.** During the term of the Agreement from November 8, 2012 through August 31, 2017 ("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 Thousand Dollars (\$72,070,000) during the Original Term of this Agreement and no 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-1, 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)~~] Seventy-Six Million, Eight Hundred Twenty Thousand Dollars (\$76,820,000) as set forth in Attachment B-1. Tyler acknowledges and agrees that payments for services provided under this Agreement during the 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 the payments provided in Attachment B-1, OCA, in its discretion, may terminate this Agreement.

**2.5** Subsections 3.2 and 2.3 are amended as follows (the new language is underlined):

Subsection 3.2-

3.2. (a) Collection of Filing Fees. Tyler shall, on behalf of the Courts, collect all Filing Fees for Documents filed pursuant to this eFile Agreement from Registered Users of the eFiling System. Filing Fees shall be transferred to the Courts 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 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.

(b) Collection of re:SearchTX Fees. Tyler shall, on behalf of the Courts, collect fees set by the Supreme Court of Texas for the use of re:SearchTX. The fees may be adjusted from time to time by the Supreme Court of Texas and the change will be implemented by Tyler within thirty (30) days of Tyler's receipt of written request to make the change by the Office of Court Administration. Such fees are deposited directly to the Court's account.

Subsection 2.3 –

(h). To the extent permitted by law, Tyler may assess the following convenience fees for re:SearchTX transactions:

Credit Card - \$0.35

eChecks - \$0.25

2.6 Attachment B-1 is amended as follows for Fiscal Years 2019, 2020, and 2021:

#	E-Filing Service Period	Use Fees for Services Provided	Invoice Amount
<b>2019 Texas OCA Fiscal Year:</b>			
49	September 2018	\$ 1,633,402	
50	October 2018	\$ 1,633,402	
51	November 2018	\$ 1,633,402	4,900,206
52	December 2018	\$ 1,633,402	
53	January 2019	\$ 1,633,402	
54	February 2019	\$ 1,633,402	4,900,206
55	March 2019	\$ 1,633,402	
56	April 2019	\$ 1,633,402	
57	May 2019	\$ 1,633,402	4,900,206
58	June 2019	\$ 1,633,402	
59	July 2019	\$ 1,633,402	
60	August 2019	\$ 1,633,402	4,900,206
<b>Total 2019 Texas OCA Fiscal Year</b>		<b>\$ 19,600,824</b>	<b>\$ 19,600,824</b>

#	E-Filing Service Period	Use Fees for Services Provided	Invoice Amount
<b>2020 Texas OCA Fiscal Year:</b>			
49	September 2019	\$ 1,633,402	
50	October 2019	\$ 1,633,402	
51	November 2019	\$ 1,633,402	4,900,206
52	December 2019	\$ 1,633,402	
53	January 2020	\$ 1,633,402	
54	February 2020	\$ 1,633,402	4,900,206
55	March 2020	\$ 1,633,402	
56	April 2020	\$ 1,633,402	
57	May 2020	\$ 1,633,402	4,900,206
58	June 2020	\$ 1,633,402	
59	July 2020	\$ 1,633,402	
60	August 2020	\$ 1,633,402	4,900,206
<b>Total 2020 Texas OCA Fiscal Year</b>		<b>\$ 19,600,824</b>	<b>\$ 19,600,824</b>
<b>2021 Texas OCA Fiscal Year:</b>			
49	September 2020	\$ 1,633,402	
50	October 2020	\$ 1,633,402	
51	November 2020	\$ 1,633,402	4,900,206
52	December 2020	\$ 1,633,402	
53	January 2021	\$ 1,633,402	
54	February 2021	\$ 1,633,402	4,900,206
55	March 2021	\$ 1,633,402	
56	April 2021	\$ 1,633,402	
57	May 2021	\$ 1,633,402	4,900,206
58	June 2021	\$ 1,633,402	
59	July 2021	\$ 1,633,402	
60	August 2021	\$ 1,633,434	4,900,238
<b>Total 2021 Texas OCA Fiscal Year</b>		<b>\$ 19,600,856</b>	<b>\$ 19,600,856</b>
<b>Total Payments - Agreement Extension Period</b>		<b>\$ 76,820,000</b>	<b>\$ 76,820,000</b>

2.7 Subsection 16.16 of the Agreement is amended as follows (the new language is underlined):

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

**2.8** The following definitions are added to Subsection 16 of the Agreement.

16.31 "Structured Document" means a document that (i) is a form, and (ii) that contains the same type of data in exactly the same placement on each page. The document can be a single-page form or a multi-page form, but the number of pages is constant and exactly the same in every such document.

16.32 "Structured Data" means the following data elements with a known structure, which may be modified by mutual agreement of the parties:

16.32.1 Social Security Numbers presented in one of the following formats:

- XXX-XX-XXXX
- XXX | XX | XXXX
- XXX XX XXXX

16.32.2 Tax Identification Numbers presented in one of the following formats:

- XX-XXXXXXXX
- XX/XXXXXXXX
- XX XXXXXXXX

16.32.3 Credit Card Numbers presented in one of the following formats:

**Visa:**

- 4xxx-xxxx-xxxx-xxxx
- 4xxx xxxx xxxx xxxx
- 4xxxxxxxxxxxxxxxxx

**Mastercard:**

- 5xxx-xxxx-xxxx-xxxx
- 5xxx xxxx xxxx xxxx
- 5xxxxxxxxxxxxxxxxx
- 2xxx-xxxx-xxxx-xxxx
- 2xxx xxxx xxxx xxxx
- 2xxxxxxxxxxxxxxxxx

**Amex:**

- 34xx-xxxx-xxxx-xxx
- 34xx xxxx xxxx xxx
- 34xxxxxxxxxxxxxxxxx
- 37xx-xxxx-xxxx-xxx

- 37xx xxxx xxxx xxx
- 37xxxxxxxxxxxxxxxxx

**Discover:**

- 6011-xxxx-xxxx-xxxx
- 6011 xxxx xxxx xxxx
- 6011xxxxxxxxxxxxxxxxx

**Diners:**

- 300xxxxxxxxxxxxxxxxx
- 301xxxxxxxxxxxxxxxxx
- 302xxxxxxxxxxxxxxxxx
- 303xxxxxxxxxxxxxxxxx
- 304xxxxxxxxxxxxxxxxx
- 305xxxxxxxxxxxxxxxxx
- 36xxxxxxxxxxxxxxxxx
- 38xxxxxxxxxxxxxxxxx

16.32.4 Birth Dates presented in one of the following formats that contain contextual information to help with identification:

- MMM DD, yyyy
- MMM D, yyyy
- MM-DD-yyyy
- MM-D-yyyy
- MMM dd, yy
- yyyy-MM-dd
- yyyy/MM/dd
- DOW, MMM dd, yyyy (DOW – Monday, Tuesday, etc.)
- MM/dd/yyyy
- M/D/yyyy
- MM-DD-yy
- MM/DD/yy

16.33 “Unstructured Document” means any document not defined above in Section 16.31.

16.34 “Unstructured Data” means any data element not defined above in Section 16.32 but that contains contextual information to help with identification.

**2.9** As a result of the implementation of the Document Search/Retrieval and Storage functionality known as re:SearchTX, Section 2.5 of Attachment A of the Agreement is hereby deleted and replaced with the following.

**2.5 re:SearchTX**

Tyler must provide electronic document storage that can scale to the number of documents being stored.

**2.5.1 re:SearchTX Portal**

Tyler shall create a secured, access-controlled portal that will allow a user to search meta information to identify a document.

The results obtained from the search must be presented to the user in a way that guides them to the appropriate resource for obtaining a copy of the document.

Documents may include accepted electronic filings, rulings, opinions or any other document that the clerk deems appropriate for the system.

Document meta information may be provided by accepted electronic filings or by clerks via either the Inbound Document Connector or via re:SearchTX.

Documents uploaded must conform to Technology Standards promulgated by JCIT. Tyler may work with the clerks to upload rulings, orders, and any other valued documents into re:SearchTX.

### **2.5.2 Inbound Document Connector**

Tyler shall provide an XML-based, secured, access-controlled web service that will allow clerks to upload documents and or meta information into the document storage system.

Upon a successful submission, the Inbound Document Connector must provide a success code and a confirmation number back to the clerk. If the submission is unsuccessful, the Inbound Document Connector must return an error to the clerk's office.

Direct access to the Inbound Document Connector must be available to courts and clerks in the event they have sufficient technology resources to support it.

### **2.5.3 Document Loading Portal**

Tyler shall create a secured, access-controlled portal that allows the Courts and clerks to:

- Upload documents into re:SearchTX. The portal must collect the document meta information and index the document and meta information.
- Update existing documents and meta information that were electronically filed into their Court, or that originated from their Court.

### **2.5.4 Standard Functionality.**

- User access to the case index and documents will be governed by the Technology Standards approved by the Supreme Court of Texas, as such standards exist as of the Amendment No. 4 Effective Date, and as further amended, subject to reasonable changes that can be accommodated through existing solution capabilities.
- User groups for the standard functionality shall be as defined in the Technology Standards. Standard functionality includes the ability for users to search for court records and documents using the meta information contained in re:SearchTX. Users may also view the case index of the court records. The access to view documents may incur a cost, as defined in the Agreement.
- At a minimum, case meta information must contain assigned court, case number, case name, case initiation date, litigant names/information, and filings.

### **2.5.5 Optional Value-Added Services for Users.**

- Beginning on January 1, 2019, Tyler may, at a price determined by Tyler, offer the following optional value-added services for Users without the prior consent or authorization from OCA: saved searches, organizational folders, alerts/notifications, in-document text searches, personalized filing feed, export search results, customized notes, and data analytics and advanced reporting.



- Any additional optional value-added services for Users must be defined and agreed upon by Tyler and the OCA. Tyler will specifically identify (within the release notes) any additional optional value-added services. OCA shall have seven (7) days to object in writing to any such additional optional value-added services.
- To gain access to optional value-added services for Users, Tyler may assess subscription fees or transaction fees to Attorney and Public Users. Fees may be transactional or offered through a subscription service (monthly and/or annually).

**2.10** As a result of OCA's election to implement redaction services, Section 2.7 is added to Attachment A of the Agreement as follows:

**2.7 Redaction Services**

Tyler must provide redaction services that review and redact documents for sensitive information as prescribed by rule 21c of the Texas Rules of Civil Procedure ("Sensitive Data Rule").

**2.7.1 Manual Redaction Portal**

In the event the user decides to review redaction candidates, Tyler will provide a portal for users to review, add, modify, or delete redaction candidates prior to burn-in.

**2.7.2 Automatic Redaction**

In the event the user decides to let the service automatically redact, the Tyler Redaction Solution will review the submitted document to identify redaction candidates. Upon a clerk's acceptance of such redacted document, the Tyler Redaction Solution will burn-in all found candidates.

**2.7.3 Inbound Document Connector**

Tyler shall provide an XML-based, secured, access-controlled web service that will allow authorized EFSPs and clerks to load documents and to indicate manual or automatic redaction services. Once redaction is completed, the web service must return the redacted copy to the service requesting redaction services.

**2.7.4 Connected Services**

Tyler shall provide redaction services to the filer using the state provided EFSP and to court clerks using the EFM and re:SearchTX.

**2.11** The fifth Deliverable listed in Attachment C and the corresponding Completion Date are deleted in their entirety and replaced with the following:

re:SearchTX <ul style="list-style-type: none"> <li>• re:SearchTX portal</li> <li>• Inbound document connector</li> <li>• Document loading portal</li> </ul>	Tyler and the OCA will work together and negotiate in good faith to create a mutually agreeable timeline
Redaction Services <ul style="list-style-type: none"> <li>• EFSP connectors</li> <li>• EFM redaction services</li> <li>• Document loading portal redaction services</li> </ul>	Tyler shall make the Tyler Redaction Solution available to the OCA no later than September 30, 2018 Full implementation – within 30 days of accuracy certification (accuracy certification targeted no later than October 31, 2018)

**2.12** As a result of OCA’s election to implement redaction services, Section 6 is added to Attachment D of the Agreement as follows:

**6. Redaction Services Accuracy**

Tyler will ensure that all documents passing through the redaction service are properly redacted. Redaction accuracy rates are determined by the number of candidates successfully identified compared to all redaction candidates.

The following are the service level goals for redaction services:

Categories	Structured Data	Unstructured Data
Structured Document	97%	90%
Unstructured Document	90%	80%

**2.13** As a result of OCA’s election to implement redaction services, the following language is added to Section 4.3 of Attachment A of the Agreement:

- The number of structured data in structured documents redaction candidates identified.
- The number of unstructured data in structured documents redaction candidates identified.
- The number of structured data in unstructured documents redaction candidates identified.
- The number of unstructured data in unstructured documents redaction candidates identified.
- The number of documents passed through the redaction service by service entry (EFSP, EFM, re:SearchTX).
- The average amount of time for automatic redaction documents to process through the redaction service.

**2.14** As a result of OCA's election to implement redaction services, the following language is added to Section 4 of Attachment D of the Agreement:

In the event that Tyler does not reach service level goals for redaction accuracy, the following credit will occur on the following quarterly invoice:

Categories	Structured Data		Unstructured Data	
	Accuracy Rate	Credit to OCA	Accuracy Rate	Credit to OCA
Structured Documents	97%-100%	\$0	90%-100%	\$0
	90%-96.9%	\$11,875	85%-89.9%	\$11,875
	80%-89.9%	\$27,708	78%-84.9%	\$19,792
	Below 80%	\$98,958	Below 78%	\$59,375
Unstructured Documents	85%-100%	\$0	80% - 100%	No Action
	80%-84.9%	\$11,875	40% - 80%	Remedial Action will be taken.
	70%-79.9%	\$19,792		
	Below 70%	\$59,375	Below 40%	\$7,917

OCA will work with Tyler to submit test documents through the redaction service each quarter to gauge redaction accuracy. The penalties listed above as "Credit to OCA" for accuracy rates that fail to meet service level goals for a given category will apply only if 100 or more documents have been provided by OCA to Tyler for testing in the quarter for that category.

**3 Effectiveness.** This Amendment No. 4 will be effective as of the Amendment No. 4 Effective Date. Except as set forth in this Amendment No. 4, 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. 4 and it is effective upon the Amendment No. 4 Effective Date.

TYLER TECHNOLOGIES, INC.

TEXAS OFFICE OF COURT ADMINISTRATION

By: Sherry Clark  
 Name: Sherry Clark  
 Title: Sr. Corporate Attorney

By: David Slayton  
 Name: David Slayton  
 Title: Administrative Director