

**Amendment No. 5  
To the  
Electronic Filing Agreement**

This Amendment No. 5 (this "**Amendment No. 5**") is made and entered into as of May 14<sup>th</sup>, 2019 ("**Amendment No. 5 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, July 22, 2016, and on September 27, 2018.
- B. Pursuant to Sec. 3.3 of the Agreement, the parties desire to further amend the Agreement as set forth in this Amendment No. 5 for the purpose of including the State Office of Administrative Hearings, an agency of the State of Texas, as an entity that can use the Odyssey File and Serve System, re:SearchTX, and other services provided by Tyler to the Courts under the Agreement.

**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. 5.

2. **Amendments.**

- 2.1 Subsections 1.1 and 1.1(a) of the Agreement are hereby amended as follows (the new language is boldfaced and underlined):

1.1 License Grant. Tyler hereby grants to OCA a non-exclusive, revocable license (and sublicense with respect to the Embedded Third party Software) to make available the Odyssey File & Serve System for use by the State's appellate, district, county, municipal, probate, and justice courts, their clerks and other designated court staff, **and the State Office of Administrative Hearings (SOAH) and its designated staff,** (the "Courts") and by an unlimited number of Registered Users; provided, however, that the Courts and Registered Users may be required to accept a "click-thru" or other license that has been reviewed and approved by OCA prior to use of the e-Filing System. To the extent any provision of this e-File Agreement conflicts with the terms of a "click-thru" or other license accepted by the Courts and Registered Users, this e-File Agreement shall control. The foregoing license (and right to sublicense) shall be automatically revoked upon the expiration or termination of this e-File Agreement.

1.1(a) License Grant for Odyssey 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 Odyssey 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, and SOAH and its designated 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 Odyssey 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.

**2.2** Subsection 3.1 is amended by adding the following paragraph:

OCA shall pay Tyler Two Thousand Six Hundred Twenty-Five Dollars (\$2,625) per year for the expenses associated with providing SOAH access to the eFiling System. Tyler will invoice OCA for the cost of these services in the quarterly invoice submitted to OCA in August of the Texas OCA Fiscal Year. The cost of expenses for the services associated with providing SOAH access to the eFiling System for a portion of a state fiscal year will be prorated.

**3. Effectiveness.** This Amendment No. 5 will be effective as of the Amendment No. 5 Effective Date. Except as set forth in this Amendment No. 5, 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. 5 and it is effective upon the Amendment No. 5 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