



AMENDMENT

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. Tyler's Press Review Tool software ("PRT") is hereby added to the MSA as of July 1, 2022 and continuing through August 31, 2022 (the "Initial Term"). The PRT term shall renew on September 1, 2022 and run coterminously with the hosting term for SaaS Services under the MSA.
2. The PRT shall be offered to all Courts statewide, and Tyler shall implement and provide access to the PRT for any Court seeking to access it for their location or node. Courts may grant Authorized Users access to the Press Review Tool for their location or node, as such Authorized Users are selected solely by the Court; provided however, that such Authorized Users shall be required to accept a "click-thru" license prior to the ability to access and use the Press Review Tool. Notwithstanding the foregoing, no "click-thru" license will modify or amend the terms of the MSA as they relate to OCA or the Court. The Courts' right to access the PRT shall be automatically revoked upon the expiration or termination of the MSA or the expiration of the PRT Term, whichever is earlier.
3. The following definition shall be added to Exhibit 1 of the MSA: "Press Review Tool" means a web-based online tool that allows Authorized Users, as selected by the Courts, access to the Court's documents and records at or near the time of filing, before such filings have been accepted by the court clerk."
4. The statewide configuration standards applicable to the PRT shall be provided by OCA to Tyler following the Amendment Effective Date.
5. Annual fees for the PRT shall be \$108,000, with a quarterly payment amount of \$27,000. Tyler will invoice OCA for the Initial Term on July 1, 2022, prorated for the period commencing on such date and continuing through August 31, 2022. Subsequent fees shall be invoiced quarterly in advance commencing on September 1, 2022. The PRT fees shall increase annually by 3% over the prior year, commencing September 1, 2023, and each September 1 thereafter.



- 6. In no event shall Tyler be liable to OCA (nor to any person claiming any right, title or interest derived from or as a successor to OCA’s right, title and interest), any Authorized User or any third party, with respect to (i) use of the PRT by Authorized Users in violation of any applicable federal, state or local laws, regulations or policies, or (ii) access to, or use or disclosure of, Confidential Information stored, maintained or processed in the PRT by OCA, an Authorized User or a third party.
- 7. To the extent permitted by Texas or other applicable law, OCA will indemnify, defend and hold harmless Tyler and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for the use or disclosure of Confidential Information accessed or obtained by an Authorized User or any third party through the PRT in violation of applicable laws, or regulations or policies. Tyler will notify OCA promptly in writing of the claim and will give OCA sole control over its defense or settlement. Tyler agrees to provide OCA with reasonable assistance, cooperation, and information in defending the claim at OCA’ expense
- 8. 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*
Sherry Clark (Jun 23, 2022 13:07 CDT)

By: *Megan LaVoie*

Name: Sherry Clark

Name: Megan LaVoie

Title: Group General Counsel

Title: Administrative Director

Date: 6/23/22

Date: 6/24/2022