



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 Navarro County, Texas, with offices at 300 W. 3rd Ave., Corsicana, TX 75110 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 18, 2016 ("Agreement");

WHEREAS, the Agreement was modified on April 28, 2023 to add Tyler's Enterprise Jury software ("Prior Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. Adding CourtFunds Jury Card Program. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment (the "Amendment Investment Summary") are hereby added to the Agreement as of the Amendment Effective Date.
  - a. *Term:* The additional scope of services set forth in Exhibit 1 to this Amendment shall have an initial term that commences on October 1, 2023 and continues through April 30, 2024 (the "Initial Term"). The term shall renew for a one (1) year period commencing on May 1, 2024 and continuing through April 30, 2025 ("Year 2"). Thereafter, the term shall automatically renew for additional one (1) year periods at Tyler's then-current rates, concurrently with the Enterprise Jury term as set forth in the Prior Amendment, unless terminated by either Party pursuant to the applicable terms of the Agreement.
  - b. *Fees:* Fees and invoicing for the CourtFunds Jury Card Program for the Initial Term, Year 2, and subsequent years shall be as set forth in the Cost to Client section of Exhibit 1.
2. CourtFunds Jury Card Program Terms and Conditions. Tyler and Client agree that for the use of CourtFunds Jury Card Program, will be subject to the additional terms and conditions provided in Exhibit 2 to this Amendment, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement, and if the Agreement terminates so does Client's access to the CourtFunds Jury Card Program.
4. Specific to the products and services added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain



and continue 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.

Navarro County, TX

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: H.M. DAVENPORT JR. \_\_\_\_\_

Title: \_\_\_\_\_

Title: COUNTY JUDGE \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit 1 Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

### Scope of service:

Tyler, through its affiliate Rapid Financial Solutions ("Rapid"), will provide Client with the payment management solution CourtFunds (hereinafter "CourtFunds" or "Payment Management Solution"). The Jury Card Payment Program of CourtFunds streamlines the process of paying jurors for jury duty. Through CourtFunds, Tyler will provide a turnkey solution of paying jurors through an electronic funds transfer process, thus eliminating paper checks.

### Cost to Client:

**SaaS Fees.** For the partial subscription period beginning on October 1, 2023 and ending on April 30, 2024 (the "Initial Term"), base SaaS fees will be \$1,458.33, with a limit of 700 Loads. Any additional Loads will be at a price of \$2.99 per Load. For the period beginning on May 1, 2024 through April 30, 2025 ("Year 2"), base SaaS fees will be \$2,500.00 per year. The SaaS fees include up to 1,200 Loads during the annual subscription period. A "Load" is defined as the process of loading funds onto one debit card. Any Load(s) in excess of the allotted Loads during the annual subscription period will be invoiced to client as follows:

- Excess Loads > 1,200 to 1,260 will be included within the SaaS fee of \$2,500.00.
- Excess Loads > 1,260 will be at a price of \$2.99 per Load.

**Invoicing Terms.** Tyler will invoice Client the base SaaS fees for the Initial Term identified above at the commencement of the Initial Term. Tyler will invoice Client for the base SaaS fees for Year 2 upon the commencement of Year 2. Subsequent SaaS fees, at Tyler's then-current rates, will be invoiced annually in advance of the anniversary thereof for the duration of the Agreement.

If applicable, overage fees for an annual subscription period will be invoiced at the end of that annual subscription period.

### Process Overview:

Tyler will provide Client with Disbursement Pamphlets requested by the Client to provide to each recipient. Each Disbursement Pamphlet includes the following:

1. Nonreloadable prepaid credit card ("Card");
2. The terms and conditions that govern the use of the Card ("Cardholder Agreement");
3. Options on how to use and manage the funds on the account:
  - a. Use the money loaded on the debit card.
  - b. Direct deposit to another account.
  - c. Push to PayPal®.
  - d. Cash card at MasterCard principal Bank (All major banks).



- e. Request a check from the Payment Management Solution Client procured.
  - f. Donate the funds to a charity.
  - g. Use the funds to purchase a gift card.
4. Options on how to register the Card; either by phone, mobile app, or online.

Tyler will provide Client with account/card numbers for each Card.

Client is responsible for assigning and providing the Disbursement Pamphlet with the Card and an associated card number to the recipient. When Client is ready to pay the recipient, Client provides the payment file detailing the tokenized account number and the amount to be loaded onto the Card to Tyler for processing. Tyler works with Sponsor Bank to load the funds which are immediately available on the associated Card. If Client provides Rapid with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient a notification that they have received money on their Card and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record retention laws and regulatory compliance, Tyler will destroy the cell phone number and/or email address provided by Client.

The recipient can either: immediately spend the money on their Card, process a direct deposit to their personal bank account, deposit the funds into their PayPal® account, donate the funds to a charity, purchase gift cards with the funds, or request a check through the Payment Management Solution Client has procured.

**Reconciliation and Escheatment:**

Once the Client uploads the payment file to the Payment Management Solution Client has procured, the custodial responsibility for the funds and the escheatment process requirements shifts away from Client and the Client's bank account can be reconciled. Tyler will comply with applicable escheatment laws.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## Exhibit 2

### Additional Terms and Conditions for the Payment Management Solutions

#### SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Issuer”** means the financial institution issuing Cards to be used under this Agreement.
- **“Amendment Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **“Card”** means the nonreloadable prepaid credit card.
- **“Cardholder Agreement”** means the terms and conditions that govern the use of the Card.
- **“Account Holder” or “AH”** means the juror after Client assigns and provides the Disbursement Pamphlet with the Card and an associated card number to the juror.
- **“Processor” or “Rapid”** means Rapid Financial Solutions, LLC an affiliate of Tyler.
- **“Sponsor Bank”** means the FDIC insured bank issuing the Cards.
- **“Tyler”** means Tyler Technologies, Inc.

#### SECTION B – RAPID SERVICES

1. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution, Processor will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Processor has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Processor's sole expense. Processor shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.
2. Client acknowledges and agrees that the system shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Processor shall have the right to prevent anyone who may, in Processor's sole determination, violate any federal or state law, rule or regulation, or violate any operating rules from accessing the system. Processor reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto.

Processor shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

3. Client agrees that the Processor does not control the inputs affecting the amount that is to be paid to the recipient. Client agrees to take full responsibility for the payment amount that is provided to Processor and shall regularly audit its own bank accounts.

### **SECTION C – FUNDING MODEL**

1. Client authorizes Processor to utilize a funding account at the Sponsor Bank to settle funds for the Client. Funds in this account are funded by one of the two models outlined below. Client will indicate below which of the following two funding models it will use and complete the applicable documents for each.
2. If Client selects the funding model whereby Client pushes payment to Processor prior to Card loading, then, Client acknowledges and agrees that card accounts are credited in real-time, and Processor operates on a good funds model and that funds must be available and on deposit at the Processor's financial institution before card account can be credited.
3. If Client selects the funding model whereby Processor debits the payments from the Client's account, then Client agrees to the following:
  - i. Client shall identify and hereby authorizes Processor to conduct an Automated Clearing House (ACH) debit from and/or ACH credit to the bank account at the depository financial institution identified by Client (the "Designated Account") on a daily basis, or as needed for the prior 24-hour cycle of debits and credits to card accounts.
  - ii. Client agrees to maintain the Designated Account. Client hereby authorizes Processor to withdraw funds from the Designated Account without signature or notice to initiate all offsets, deductions, and other transactions due Processor as provided for in this Agreement or from the services provided pursuant to this Agreement. Client further agrees to execute any additional documents that may be required for Processor to enforce its rights under this Agreement. Client is solely responsible for all fees associated with maintaining the Designated Account. Processor shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Processor. Client shall promptly pay such amount to Processor.
  - iii. This authorization is to remain in full force and effect until Processor has received written notification from Client of its termination in such time and in such manner as to afford Processor and the depository financial institution named below a reasonable opportunity to act on it. Client shall give Processor no less than three (3) banking business days' notice if the Designated Account is to be changed so as to allow sufficient time for Processor to make the necessary system modifications.

**Funding model selection (check one):**

- Processor debits the payments from the Client's account.
- Client pushes payment to Processor prior to Card loading.

**Client Tax ID Number:** 75 6001092

**Number of expected recipients paid per month\*:** 100

\*Processor will use this number to determine the initial inventory needs of Cards.

**The following individuals are authorized to act on behalf of Client:**

**Executive Contact**

Name: H.M. DAVENPORT JR.

Phone Number: 903-654-3024

Fax: 903-872-2704

E-mail: jtackett@navarrocounty.org

**Administrative Contact**

Name: JANE MCCOLLUM

Phone Number: 903-654-3090

Fax: 903-875-3391

E-mail: jmccollum@navarrocounty.org

**Primary Contact (day-to-day operations)**

Name: JANE MCCOLLUM

Phone Number: 903-654-3090

Fax: 903-875-3391

E-mail: jmccollum@navarrocounty.org

**Secondary Contact (day-to-day operations)**

Name: TERRI GILLEN

Phone Number: 903-875-3306

Fax: 903-654-3097

E-mail: tgillen@navarrocounty.org