tyler technologies

Merchant Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Collin County (the "Merchant").

WHEREAS, Merchant desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Processing Agreement.

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processer ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule B1; and

WHEREAS, Tyler shall provide the services set forth in Schedule B2 and shall submit Transactions on behalf of Merchant in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Merchant agree as follows:

A. Tyler shall furnish the services; and Merchant shall pay the fees and comply with the additional obligations described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule B1. – Merchant Payment Card Processing Fees
- Schedule B2. – Tyler e-Payments Description

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

By: Bruce Graham

Name: BRUCE GRAHAM

Title: PRESIDENT, TYLER C&J

Date: 8/22/2011

COLLIN COUNTY

By: Franklin Ybarbo

Name: Franklin Ybarbo

Title: Purchasing Agent

Date: 7/26/11

per Court order 2011-400-07-25

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

Date: _____

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PURCHASING AGENT

7/26/11

Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

1.2. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

2. MEMBER BANK AGREEMENT REQUIRED

2.1. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

2.2. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.

2.3. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. To the extent allowed by law, Merchant agrees to indemnify Tyler from any losses, liabilities, and damages arising out of any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any Transactions submitted by Merchant.

3. SETTLEMENT AND CHARGEBACKS

3.1. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

3.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

3.3. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.

3.4. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

4.1. Schedule B1. Merchant agrees to pay Tyler the fees set forth in Schedule B1 for services provided by Tyler in accordance with this Agreement.

4.2. Adjustments to Pricing. Merchant acknowledges that the pricing set forth on Schedule1 is based on Merchant's representation as to its volume of Transactions, method of processing, type of business, and interchange qualification criteria. To the extent Merchant's actual volumes, method, type and criteria differ from this information, Tyler may modify the pricing on Schedule B1 with thirty (30) days' prior written notice. In addition, by giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant.

4.3. Payment of Fees.

(a) Online Payments. For payments that are initiated online, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

(b) Over the Counter Payments. For payments that are initiated in your offices, Tyler shall invoice Merchant for services herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services. Following receipt of a properly submitted invoice, the Merchant shall pay amounts in accordance with V.T.C.A. Government Code, Chapter 2251. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10.2) for the limited purpose of performing under this Processing Agreement. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7.1 and shall be responsible for breaches by such persons.

7.2. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in

legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

8. REPRESENTATIONS AND WARRANTIES

8.1. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

8.2. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

8.3. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.

8.4. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

10.1. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. To the extend allowed by law, Merchant agrees to indemnify Tyler from any losses, liabilities, and damages arising out of any claim, complaint, or Chargeback made or claimed by a Cardholder with respect to any Transactions submitted by Merchant.

10.2. Intellectual Property.

(a) Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

(b) Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

10.3. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

11.1. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

11.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

12.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12.2.

12.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section12.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iv) breach of Section 7; or

(v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 12.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 12.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

12.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4; 4.3; 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's Vice President of Courts and Justice Systems Division assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

14.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

14.6. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

14.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

14.9. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

14.10. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Texas, without regard to or application of choice of law rules or principles.

14.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

14.12. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

14.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

14.14. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

14.15. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

14.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either party to secure the performance of any obligations under this Processing Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection therewith.

15. CERTAIN DEFINITIONS

15.1. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa,U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

15.2. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

15.3. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

15.4. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

15.5. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

15.6. Member or Member Bank means an entity that is a member of the Associations.

15.7. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

15.8. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

15.9. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

15.10. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

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(Schedule B1)

Merchant Payment Card Processing Fees

MERCHANT: Collin County

IMPLEMENTATION FEES

Description	Quantity	Unit Price	Cost
Installation and Setup – JP Precinct 1	10 Hours	$149.00	$1,490.00
Installation and Setup – JP Precinct 2	10 Hours	$149.00	$1,490.00
Installation and Setup – JP Precinct 3-1	10 Hours	$149.00	$1,490.00
Installation and Setup – JP Precinct 3-2	10 Hours	$149.00	$1,490.00
Installation and Setup – JP Precinct 4	10 Hours	$149.00	$1,490.00
Verifone Payment Card Terminal Model # MX-860	5 Terminals	$723.00	$3,615.00
Card Terminal Application Load and Debit Key Injection *(required regardless of whether terminals are purchased from Tyler or a third party).*	5 Terminals	$60.00	$300.00
		Total Implementation Fees	**$11,365.00**

PROCESSING FEES

JP Offices: Card Not Present Transactions (Online)
A $6.00 convenience fee will be assessed to consumers for each electronic payment transaction initiated online through Odyssey Public Access using a credit or debit card.

JP Offices: Card Present Transactions (Over the Counter)
Tyler will invoice Merchant 2.90% of the monthly processed transaction volume for card present payment transactions initiated in Merchant's offices.

Non-JP Offices
If other Merchant offices utilize Tyler's payment services, each office may choose to either be invoiced by Tyler 2.90% of the monthly processed transaction volume or have Tyler assess a convenience fee to consumers for each electronic payment transaction. The convenience fee will be based on the average transaction value using the following price schedule:

Average Transaction	Per Transaction Convenience Fee
$25.00	$2.50
$50.00	$3.00
$100.00	$4.00
$150.00	$5.00
$200.00	$6.00
$250.00	$7.00
$300.00	$8.00

ACCEPTED CARD TYPES

Visa, MasterCard, and Discover will be accepted. If at a future date Merchant decides to asses a convenience fee for card present transactions, only MasterCard and Discover will be accepted.

OTHER FEES

A $7.50 fee shall be assessed for each chargeback transaction received.

A one-time for of $60.00 will be charged for any additional terminals requiring an application load and debit key injection.

CHARGEBACKS AND CREDITS

Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account.

Tyler ePayment Solution

Overview

Tyler's electronic payment solution provides fully integrated capabilities that will enable Collin County Courts to process payments in a secure and efficient manner. Over The Counter (OTC) and web ePayments initiated through Odyssey will be processed and posted in real-time.

Each JP office will have two Merchant IDs (MID) separating both the reporting and daily financial settlements of the OTC and web payments. The settlement of all transactions will occur 48-hours from the date the transactions were submitted. Transactions submitted after 6:00 P.M. CST will be included in the following day's settlement.

Web Payments

1. Introduction

The Collin County Odyssey Public Access application will allow the public to make credit card payments on traffic citations on a 7 x 24 basis.

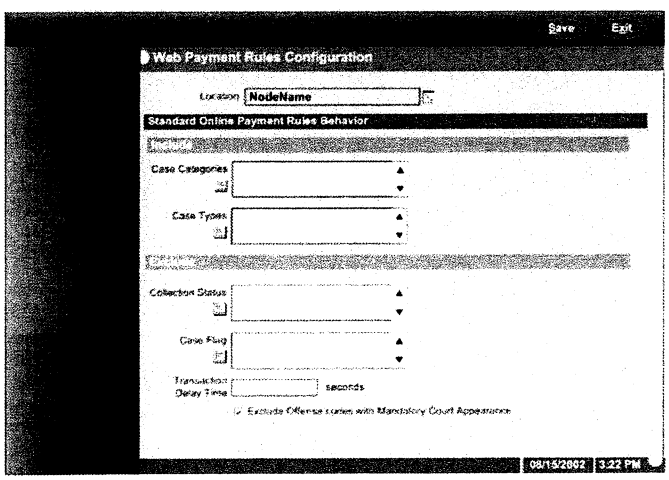
2. Business Process

The Tyler Public Access' Record of Actions page will have a "Make Payment" button that will transfer control, with the selected case number, to the TOGA gateway. These pages will provide the following functions:

- Using a modified version of the Odyssey web service, retrieve the record(s) for the received case number
- Perform the special eligibility logic described below
- Enable the plaintiff to enter a plea.
- For citations that are eligible for payment, collect the credit card information
- Submit an Authorization Request to the credit card processing network and return approval/decline response to Odyssey Public Access to update the case in real-time.
- Display a Receipt Page for transactions that are authorized
- Display a message if the transaction is not authorized.

<u>Web Payment Rules – Eligibility Logic</u>

This page gives the user the ability to configure the Web Payment Rules configuration fields. This page must be completed to use Tyler ePayments functionality in Public Access.



- Include Data Section Options
  - Case Categories
    - Validation - Case Categories system-defined code table
  - Case Types
    - Validation - Case Types administrator-defined code table
    - Format - Filter available selections by Case Category selected
- Exclude Data Section Options
  - Collection Status
    - Validation - Collection Status administrator-defined code table
  - Case Flag
    - Validation - Case Flag administrator-defined code table
  - Transaction Delay Time
    - Indicates the time delay between transactions for the same case.
  - Offense Codes with Mandatory Court Appearance

These inputs will be subjected to edit checks and when successful the payer will be allowed to submit the payment request (transaction authorization request) to the credit card processor.

If authorized, the payer will be presented with a receipt page summarizing the transaction.

Reconciliation

Below is an overview of the web payment reconciliation process which assumes that the cashiers will reconcile their tills prior to the COB:

1. Collin will establish a time for the daily Online Till close job as part of the web payment configuration. This job will also initiate the settlement process of all online transactions with Chase Paymentech. Transactions submitted prior to 6:00 P.M. CST will be included in the settlement 48-hours from the date of submission.
2. An automated daily email notification that includes a link to the Online Report Center portal will be sent to the designated users responsible for reconciliation. These reports will reflect the base amount of the transaction only and will be used to reconcile the Odyssey Online Till Balance Report to the daily financial deposits.

Reports

Daily, weekly, and monthly reports that are available through the Chase Report Center portal are created at the MID level and include:

- FIN-0010 Deposit Activity Summary
  - Transaction summary by method of payment, dollar volume processed, and the pending date of deposit.
- ACT-0010 Deposit Detail
  - Transaction level detail
- FIN-0025 Financial Activity Summary
  - Cumulative report showing the financial deposit activity from the first day of the month forward

- ACT-0002 Exception Detail
- PDE-0017 Chargeback Activity Detail
- PDE-0029 Retrieval Activity

Over the Counter Payments

1. Introduction
The Tyler POS Gateway supports a variety of VeriFone terminals for accepting credit, debit, and PIN-debit cards for payments that occur in your office. Transactions are transmitted in real-time through the Internet to the Tyler POS Gateway and routed for processing. The Tyler POS Gateway supports all major credit cards and PIN-based debit cards.

For the terminal integration with Odyssey, the Tyler POS Gateway includes a SIM.dll control which handles all device communication, payment engine message building, and communications to the POS Gateway (requires a Windows Operating System with Microsoft .NET Framework v. 3.0 or higher).

If terminals are not purchased through Tyler, Tyler must be provided the terminals to load the Tyler certified application and debit keys. This process takes approximately 45 days.

2. Business Process
When a consumer wishes to use a credit or debit card for payment in your offices, Odyssey will activate the terminal by selecting the "credit card" tender method as part of the Odyssey "Make Payment" dialogue. The terminal will prompt the consumer to swipe their card, enter their PIN or sign for the payment, and process the transaction through the Tyler POS gateway. The terminal then returns either an approval response which will update the payment in Odyssey, or a decline response which will notify the cashier to request a different method of payment.

The Tyler POS Gateway includes a web-based merchant portal that enables your cashiers and administrators to view transactions that are processing through the Tyler POS Gateway in real-time. This portal provides the ability to research transactions, process adjustments and voids, and create cashier and site reports to be used as part of the reconciliation process.

<u>Reconciliation</u>

Below is an overview of the OTC reconciliation process which assumes that the cashiers will reconcile their tills prior to the COB:

1. All cashiers for the location will close their tills and generate an Odyssey Till Balance Report
2. A designated cashier will generate an Unsettled Transaction Report through the merchant portal and reconcile the transactions to the Till Balance Report.
3. The designated cashier will make any needed adjustments and initiate the settlement process through the merchant portal. Transactions submitted prior to 6:00 P.M. CST will be included in the settlement 48-hours from the date of submission.
4. An automated daily email notification that includes a link to the Chase Report Center portal will be sent to the designated users responsible for reconciliation. These reports will reflect the base amount of the transaction only and will be used to reconcile the Odyssey Till Balance Report to the daily financial deposits.