

#### **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 One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Collin County, Texas ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated January 1, 2012 ("Agreement"); which was modified on October 22, 2024 ("Jury Amendment") to migrate Client to Tyler's new Enterprise Jury Manager solution ("EJM"); 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. <u>Adding Disbursements Software.</u> 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 the Amendment Effective Date and continues through September 30, 2025 (the "Initial Term" or "Year 1"). Thereafter, the term shall automatically renew for additional one (1) year periods for as long as the Agreement remains in effect, unless terminated in writing by either Party at least thirty (30) days prior to the end of the then-current term.
  - b. *Fees:* Fees and invoicing for the Disbursements Software shall be as set forth in the Cost to Client section of Exhibit 1.
- 2. <u>Disbursements Software Terms and Conditions</u>. Tyler and Client agree that the use of the Disbursements Software will be subject to the additional terms and conditions provided in Exhibits 1 and 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 Disbursements Software.
- 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 this Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Collin County, Texas
By: Rachel Mehlsak	Ву:
Name: Rachel Mehlsak	Name:
Title: Sr. Corporate Attorney	Title:
Date: 8/13/25	Date:

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## 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.

#### 1. Scope of Service

Tyler, through its affiliate Rapid Financial Solutions, LLC ("Processor"), will provide Client with the payment management solution, namely, the Disbursements Software. The payment management program of the Disbursements Software streamlines the process of paying recipients through our electronic funds transfer process utilizing prepaid cards as well as other digital solutions. Through Disbursements Software, Tyler will provide a turnkey solution of paying jurors through an electronic funds transfer process, thus eliminating paper checks.

#### 2. Cost to Client:

a. Subscription Fees. Included in table below.

Implementation Services

Services

Annual Software Fee	Year 1	Year 2	Year 3	Year 4	Year 5
Tyler Disbursements	Included				
Subtotal	\$0.00	\$31,250.00	\$32,812.50	\$34,453.13	\$36,175.78
Discount	\$0.00	\$6,250.00	\$3,281.25	\$1,722.66	\$0.00
Total Annual Software Fee	\$0.00	\$25,000.00	\$29,531.25	\$32,730.47	\$36,175.78
Services	Hours	Cost			
Project Services	N/A	Waived			
Technical Services	N/A	Waived			

Recurring Services	Through 9.30.25	Begins 10.1.25			
Description	Year 1 (Fixed Fee)	Year 2	Year 3	Year 4	Year 5
Load Fee Cost (25K/year)	\$0.00	\$31,250.00	\$32,812.50	\$34,453.13	\$36,175.78
Total Pacurring Services	\$0.00	\$31,250,00	\$32,812,50	\$3/ /53 13	\$36 175 78

Total Annual Subscription Fees
(Software and Load Fee) \$0.00 \$56,250.00 \$62,343.75 \$67,183.59 \$72,351.56

Waived

Waived

#### b. Invoicing and Payment Terms.

i. Subscription Fees (including the Annual Software Fee and Recurring Services/Load Fee) include up to 25,000 Loads during the annual subscription period. A "Load" is

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defined as the process of loading funds through the Disbursements software.

- ii. Tyler shall provide the Disbursements Software at no cost for the Initial Term (Year 1). Commencing with Year 2, Subscription Fees will be invoiced annually in advance, with fees for Years 2-5 at the rates set forth in the table above, and thereafter at Tyler's then-current rates, subject to the adjustments described below in Section 2(b)(iii).
- iii. Beginning in Year 3, if the Load volume deviates by more than +/- 20% from the annual allotted amount, an adjustment to the Subscription Fees may be applied for the subsequent year. If total Loads for the year immediately preceding are lower than 20% of the amount allotted in the annual period, then the annual Load-based Subscription Fees may be reduced, based on then-current rates. If total Loads for the year immediately preceding are higher than 20% of the amount allotted in the annual period, then prices for annual Load-based Subscription Fees may be increased, based on then-current rates.

#### 3. Disbursements Software Process Overview:

- a. Client will provide Processor with the payment file or payment instructions detailing the tokenized account number, recipient's information, and the amount to be loaded on the recipient account and once received by Processor, Client will provide Processor with the amount to be loaded on the recipient account and Client will provide the funds for disbursements.
- b. Recipient will be provided with options on how they will receive the funds. These options will be provided through the work slip to each recipient. If the recipient selects a digital disbursement method, recipients will be required to accept the Payee User Agreement, which will be presented to the recipient through the registration process and they may need to pass any applicable identity verification requirements prior to receiving disbursements. Once the recipient has accepted the terms of the Payee User Agreement, Processor provides the details of the disbursement method selected by the recipient to the Sponsor Bank, and the Sponsor Bank loads the funds onto the appropriate recipient account, which will be immediately available on the associated recipient account.
  - i. Digital disbursement methods:
    - 1. Instantly transfer funds to a personal debit card.
    - 2. Push to their PayPal or Venmo account.
    - 3. Donate the funds to a charity of their choice.
    - 4. Use the funds to purchase a gift card.
- c. In the event that recipient requests a nondigital disbursement, the following will apply:
  - i. Processor will provide Client with an inventory of booklets, for recipients who request a prepaid debit card, containing the prepaid debit cards, terms and conditions, and instructions ("Disbursement Pamphlets"), and continue to fulfill inventory requirements per the Client's usage.
  - ii. Processor provides Client with the account numbers and Client is responsible for assigning each individual recipient, if recipient requests a prepaid debit card, with one of the account numbers and providing the Disbursement Pamphlet to

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- the recipient. The Disbursement Pamphlet contains the prepaid debit card ("Card"), the terms and conditions that govern the use of the Card, ("Cardholder Agreement"); information on how to contact customer service and other FAQ that might be useful for ease of use.
- iii. When Client is ready to pay the recipient, Client will provide Processor with the payment file or payment instructions detailing the tokenized account number, recipient's information, and the amount to be loaded on the recipient account and once received by Processor, Processor provides the same details to the Sponsor Bank, and the Sponsor Bank loads the funds onto recipient account.
- iv. In order to access the funds on the Card, recipient will need to register the Card according to the registration instructions provided in the Disbursement Pamphlet.
- v. Options that the recipient will have to access their funds:
  - 1. Use the prepaid Mastercard at any retail location that accepts Mastercard, if requested.
  - 2. Cash out the card at a principal MasterCard I bank (All major banks), if card was requested.
- vi. Nondigital disbursement methods (if specifically requested by recipient):
  - 1. Use a prepaid Mastercard at any retail location that accepts Mastercard, if requested.
  - 2. Cash out a card at a principal MasterCard I bank (All major banks), if card was requested.
  - 3. Request a paper check.

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# Exhibit 2 Additional Terms and Conditions for Disbursements Software

#### **SECTION A – DEFINITIONS**

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

- 1. "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.
- 2. "Affiliate" means any person or entity controlled by, under common control of, or controlling Rapid.
- 3. "Amendment Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- 4. "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this 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.
- 5. "Card" means the network branded prepaid debit card issued by Issuer.
- 6. "Disbursements Software" means Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access.
- 7. "Issuers" and "Sponsor Bank" means the FDIC-insured bank that is a member of the Associations and that gives—or issues—credit and debit cards to cardholders or account holders.
- 8. "Order Form" means an ordering document that includes a quote or Investment Summary and specifies the items provided by Rapid to Client, including any addenda and supplements thereto.
- 9. "Processor" or "Rapid" means Rapid Financial Solutions, LLC, an affiliate of Tyler.
- 10. "Tyler" means Tyler Technologies, Inc.
- 11. "We," "us," "our" and similar terms mean Rapid.
- 12. "You" and similar terms mean Client.

#### SECTION B – PROCESSOR SCOPE OF SERVICES

- 1. The Disbursements Software provides card issuance and digital disbursements on a single platform through the use of its Affiliates and third-party issuers, sponsor banks, and other third-party providers. Processor will provide the Disbursements Software identified in the Order Form.
- 2. 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

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- 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.
- 3. Processor is entitled to rely on the information and instructions provided by Client. Client will provide Processor with the payment information, and account details or mailing address for the recipients. Client is responsible to keep such information and instructions current and accurate. Client agrees that such information and instructions constitute the Client's authorization and instruction to Processor to authorize such transfers. Once Client has provided its authorization for a payment, Client may not be able cancel the payment and Client agrees to take full responsibility for the payment amount that is provided to fully reimburse Processor for all payments that Processor disburses pursuant to this section, plus fees due to Processor for such disbursements. Client understands and agrees to pay and fully reimburse Processor for all such amounts, regardless of whether Client's information or instructions contained an error.

#### **SECTION C - DISBURSEMENTS SOFTWARE**

- 1. <u>Rights Granted</u>. Processor hereby grants Client a non-exclusive, non-assignable right to use the Disbursements Software and related Intellectual Property solely for its governmental purposes for the term of the Agreement, as identified in the Order Form.
- 2. Ownership. Processor and its Affiliates (and its licensors, where applicable) own all right, title, and interest, in and to the Disbursements Software, Intellectual Property, or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the services. All rights in the Disbursements Software and Intellectual Property not expressly granted to Client are reserved by Processor, its Affiliates, and its licensors. Client acknowledges that the license rights granted herein are limited to Client's use exclusively and that Client does not have the right to sub-license the Disbursements Software or third-party intellectual property in either their original or modified form.
- 3. Right to Client Data. Processor acknowledges that as between the parties, Client controls the means and uses of Client Data; provided, however, that Client grants Processor the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) to the extent permitted by applicable law, in blinded, deidentified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Disbursements Software, and product and service improvement.

  Notwithstanding the foregoing, if Client provides Processor with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient notification and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record retention laws and regulatory compliance, Processor will destroy the cell phone number and/or email address provided by Client.

#### 4. Obligations.

4.1. Client shall at all times be responsible for its own compliance with applicable laws, operating rules, and regulations, including but not limited to the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA"), the Electronic Funds Transfer Act ("EFTA"), Regulation E of the EFTA, applicable data privacy and data protection laws, and the Fair Credit Reporting Act ("FCRA").

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- 4.2. Client agrees that Processor does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Processor and shall regularly audit its own bank accounts.
- 4.3. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access Disbursements Software, and for its end users' use of Disbursements Software. Client is responsible for all activities conducted under its login credentials. Processor has the right at any time to terminate or suspend access to any user if Processor reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Disbursements Software, any Client Data, Processor, or Processor's other customers.
- 4.4. As required by the EFTA and Regulation E, if Client is providing a government benefit, including but not limited to distributing non-needs-tested benefits and/or gate money, then:
  - 4.4.1. Client shall strictly ensure that any person to whom a card may be issued under the Agreement is, in advance of the issuance of a card, provided with a clear and conspicuous choice of payment other than the card, such as, but not limited to, payment by check (the "Payment Choice Requirement").
  - 4.4.2. Upon Processor's request no more frequently than quarterly, Client will promptly provide Processor with a written certification with respect to Client's compliance with the Payment Choice Requirement.
  - 4.4.3. Client's noncompliance with the Payment Choice Requirement shall (A) constitute a material breach of this Agreement by Client and give Processor the right to immediately terminate this Agreement upon written notice to Client, and (B) entitle Processor to indemnification by Client from and against any and all claims, actions, liability, judgments, damages, costs, fines, penalties, and expenses, including reasonable attorneys' fees to the extent arising from Client's noncompliance with the Payment Choice Requirement, which indemnification obligation shall survive the termination or expiration of the Agreement.
- 4.5. Processor will communicate with the Sponsor Bank and or Issuer on the Client's behalf for the purpose of providing the Sponsor Bank and/or Issuer with the details of the disbursement of payments to the specified recipients in accordance with the instructions provided by Client.
- 4.6. The parties acknowledge that neither Processor, nor its Affiliates are a bank and they are not providing any banking services hereunder. No provision of this Agreement should be read or interpreted to authorize or require Processor to perform any action that would cause Processor or its Affiliates to be subject to, or in violation of, any federal, state or local law or regulation applicable to banks or other financial institutions or financial service providers.
- 4.7. Client is solely responsible for (i) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the services from Client's network or hardware; and (ii) identifying and preventing any unauthorized access to, use of, or disclosure of the services or any content on the services by advising Processor promptly, but in no event more than two business days after Client

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learns of such access, use or disclosure. In addition, Client agrees to access, and require users of the Processor solutions to access, the services in a secure manner in compliance with Processor's reasonable standards established from time to time.

4.8. <u>Unclaimed Property</u>. Processor will comply with applicable escheatment laws and will return funds that were not presented for payment or redeemed before the 90th day after issuance, per Tex. Gov't Code § 61.001. For the avoidance of doubt, partial use, activation, or registration of a Card is deemed to mean presented for payment or redeemed.

#### 5. Restrictions.

- 5.1. Client may not:
  - 5.1.1. make the Disbursements Software or Documentation available in any manner to any third party for use in the third party's business operations;
  - 5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Disbursements Software;
  - 5.1.3. access or use the Disbursements Software to build or support, and/or assist a third party in building or supporting, products or services competitive to us;
  - 5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Disbursements Software or Documentation available to any third party other than as expressly permitted by this Agreement; or
  - 5.1.5. use the Disbursements Software 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, or be suspected of violating, any federal or state law, rule or regulation, or violate any operating rules from accessing the Disbursements Software.
- 5.2. 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.
- 5.3. Notwithstanding anything to the contrary in this Section 5.1, you may disclose, with our written consent, not to be unreasonably withheld, the Disbursements Software or Documentation to a third party you consult with regarding the implementation or use of the Disbursements Software. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.
- 6. <u>Digital Disbursements.</u> For any use of any digital disbursements services, the following terms apply: <a href="https://rpdfin.com/wp-content/uploads//2021/07/RFS-Payor-Online-User-Agreement.pdf">https://rpdfin.com/wp-content/uploads//2021/07/RFS-Payor-Online-User-Agreement.pdf</a>

#### **SECTION D – THIRD-PARTY PROVIDERS**

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Processor, in its sole discretion, may contract with alternate Issuers, or other third-party providers to provide services under this Agreement. In such event, Client shall reasonably cooperate with Processor, or its Affiliates, including by executing new third-party agreements; provided, however, that if the terms and conditions of the new third-party agreements are substantially different than this Agreement, then Client shall have the right to terminate this Agreement.

#### **SECTION E – FUNDING MODEL**

- 1. <u>Funding Model</u>. Client will indicate below which of the following two funding models it will use and complete the applicable documents for each.
  - 1.1. 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 Processor's financial institution before the card account can be credited.
  - 1.2. If Client selects the funding model whereby Processor debits the payments from the Client's account, then Client agrees to the following:
    - 1.2.1.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.
    - 1.2.2.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.
    - 1.2.3. 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.
    - 1.2.4.Client acknowledges and agrees that (a) card accounts are credited in real-time; (b)

      Processor operates on a good funds model, and (c) funds must be available and on deposit at Processor's financial institution before the card account can be credited.

Funding mo	del selection (check one):
☐ F	Processor debits the payments from the Client's account.
$\boxtimes$ c	Client pushes payment to Processor prior to Card loading.
Client Tax II	D Number:
Number of	expected jurors paid per month *:
*Processor	will use this number to determine the initial inventory needs of Cards.

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

Executive Contact	Administrative Contact
Name:	Name:
Phone Number:	Phone Number:
Fax:	Fax:
E-mail:	E-mail:
Primary Contact (day-to-day operations)	Secondary Contact (day-to-day operations)
Name:	Name:
Phone Number:	Phone Number:
Phone Number:	

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