



Daniela Garza

E-signed 2023-09-29 02:06PM CDT
daniela.garza@co.hidalgo.tx.us



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 the governmental entity listed on the Client signature block below (the "Merchant" or "Client").

WHEREAS, Tyler and the Texas Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated December 24, 2020 (the "eFile Agreement") whereby Tyler has made available to Court Tyler's electronic filing system; and

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processor ("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 A; and

WHEREAS, Tyler 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 A. – Merchant Payment Card Processing Fees
- Exhibit 1 – Sponsored Merchant Agreement - AMEX

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: Sherry Clark
Sherry Clark (Sep 28, 2023 14:11 CDT)

Name: Sherry Clark

Title: Group General Counsel

Date: Sep 28, 2023

CLIENT:

By: Richard F Cortez

Name: Richard F. Cortez

Title: Hidalgo County Judge

Date: Sep 29, 2023

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. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to 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 A. Merchant agrees to pay Tyler the fees set forth in Schedule A for services provided by Tyler in accordance with this Agreement.

4.2. Adjustments to Pricing. 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. 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 reasonable detailed itemization of services. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein monthly, thirty (30) days in arrears. 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. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to 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 Section 12.2.

(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 mediation prior to the commencement of any legal proceeding. 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 Merchant's domicile, 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.

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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Merchant Payment Card Processing Fees

MERCHANT:

PROCESSING FEES

Card Not Present Transactions (Online)

a) Credit and Debit Card Transactions

- i. A convenience fee of 2.89% will be assessed to consumers for each electronic payment transaction initiated that flows through the TOGA System when using a credit or debit card. A minimum convenience fee of up to \$1.00 per transaction may be charged for credit and debit card transactions.

b) Electronic Check Transactions

- i. A \$.25 fee per electronic payment transaction initiated that flows through the TOGA system.

ACCEPTED CARD TYPES

Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of the Client.

CHARGEBACKS AND CREDITS

Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, chargebacks will be withdrawn from Tyler's account and invoiced to the client.

EXHIBIT ONE

Sponsored Merchant Agreement – American Express

By entering into the governing agreement to which this Appendix One is attached, the parties agree that this Sponsored Merchant Agreement (“SMA”) shall govern the use of American Express payment cards used to process payments through Tyler’s electronic filing or electronic payment systems. Tyler and Client (Client may also be referred to herein as “Sponsored Merchant”) mutually agree as follows:

1. **Compliance.** If Client decides to accept American Express cards as a form of payment, Client agrees to do so in accordance with the terms and conditions of this SMA.
2. **Merchant Operating Guide.** Client agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Client agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER THIS SMA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMA.
6. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American express has the right, but not the obligation, to the benefits of this SMA that will provide American Express the ability to enforce the terms of this SMA against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and no will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
7. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Amendment have the meaning ascribed to such terms as forth in the in the agreement between Tyler and Client or the American Express Merchant Operating Guide.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 26, 2023.

Agenda Item No. 92399

Executive Office: MS

VENDOR:
Tyler Technologies, Inc.

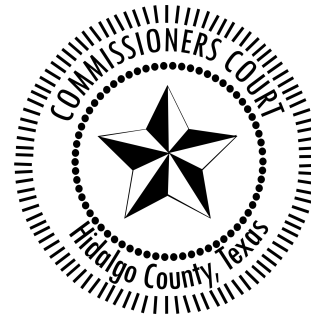
COUNTY:
COUNTY OF HIDALGO

Sherry Clark
Sherry Clark (Sep 28, 2023 14:11 CDT)
Tyler Technologies Authorized Representative

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



M. Lopez
Michelle Lopez (Sep 29, 2023 10:41 CDT)
Michelle Lopez, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)










C-23-0340-09-26 Tyler Technologies Merchant Payment Card Processing Agreement


Final Audit Report


2023-09-29


Created:	2023-09-28
By:	Cassandra Carr (cassandra.carr@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoXVJ9-KtMaJqjRFUo_Zu8Q93fp_YBL_K


"C-23-0340-09-26 Tyler Technologies Merchant Payment Card Processing Agreement" History


-  Document created by Cassandra Carr (cassandra.carr@co.hidalgo.tx.us)
2023-09-28 - 6:57:38 PM GMT
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2023-09-28 - 7:02:08 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2023-09-28 - 7:06:46 PM GMT
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2023-09-28 - 7:11:37 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2023-09-28 - 7:11:40 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-09-29 - 3:16:53 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-09-29 - 3:17:29 PM GMT - Time Source: server
-  Document emailed to Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us) for signature
2023-09-29 - 3:17:32 PM GMT
-  Email viewed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
2023-09-29 - 3:24:47 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2023-09-29 - 3:41:38 PM GMT - Time Source: server


 Document emailed to Richard F. Cortez (countyjudge@co.hidalgo.tx.us) for signature
2023-09-29 - 3:41:40 PM GMT


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2023-09-29 - 6:19:06 PM GMT


 Document e-signed by Richard F. Cortez (countyjudge@co.hidalgo.tx.us)
Signature Date: 2023-09-29 - 6:22:32 PM GMT - Time Source: server


 Document emailed to Daniela Garza (daniela.garza@co.hidalgo.tx.us) for approval
2023-09-29 - 6:22:35 PM GMT


 Email viewed by Daniela Garza (daniela.garza@co.hidalgo.tx.us)
2023-09-29 - 7:03:18 PM GMT


 Document approved by Daniela Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2023-09-29 - 7:06:46 PM GMT - Time Source: server


 Document emailed to Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us) for signature
2023-09-29 - 7:06:47 PM GMT


 Email viewed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
2023-09-29 - 8:56:54 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2023-09-29 - 8:57:18 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval
2023-09-29 - 8:57:20 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
2023-09-29 - 9:00:50 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2023-09-29 - 9:01:29 PM GMT - Time Source: server

 Agreement completed.
2023-09-29 - 9:01:29 PM GMT

COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Executive Office

ll
✓
P 1/3

- 1. AI-92565 Requesting approval of Supplemental Agreement No. 1 between Hidalgo County and L&G Consulting Engineers, for the RGV - MPO Technical Advisory Committee & Transportation Policy Board Advisor (C-21-117-11-30), to extend the termination date of the agreement.

B. Pct. 1

✓
P 1/3

- 1. AI-92610 Pursuant to Texas Government Code §791.014 discussion, consideration and approval of the Precinct 1 Hike and Bike Trail Project beginning at the Harlon Sports Complex Park through Irrigation District No. 9 Right of Way and property and ending at South Midway Rd., as noted in the Interlocal Cooperation Agreement approved on September 19th, 2023, AI 92479.

C. Pct. 4

✓
P 1/3

- 1. AI-92572 Requesting acceptance and approval of the Certification of Construction Completion from Rene Guerra and Son Hauling Services, LLC, for the Hidalgo County Precinct 4 Construction of Davis Road Citizen Collection project (C-22-0026-11-29), with a final payment amount of \$95,680.74 as recommended by Project Engineer RO Engineering, PLLC; with the authority for County Judge to sign all required documentation.

✓
P 3/1

- 2. AI-92573 Requesting approval of Supplemental Agreement No. 4 to Work Authorization No. 1 between Hidalgo County and Chanin Engineering, LLC, for the Design, Renovation and Construction of Pueblo De Palmas Park for Hidalgo County Precinct No.4 (C-20-596-03-02), to increase the design fee by \$770.00 based on the increase to the construction cost.

D. IT Department

APPROVED

gp Maldonado

ll
✓

- 1. AI-92399 Requesting acceptance and approval of the Merchant Payment Card Processing Agreement between HC IT Department and Tyler Technologies, Inc. for JP 4 Place 2 payment card processing, with authority for the County Judge to sign any required documents.

e-file

E. WIC

✓
P 3/1


- 1. AI-92599 Requesting acceptance and approval to award contract to the qualified sole responsive bidder meeting all specifications, for Hidalgo County WIC Program "Lease of Office Space-City of Alton (West)" (C-23-0278-09-26) to RReal LLC, with authority for County Judge to sign all required documentation.

Tyler Technologies

Public Administration Software

#090320-TTI


Maturity Date: 11/02/2024

Products & Services 

Products & Services

Sourcewell contract 090320-TTI gives access to the following types of goods and services:

- Appraisal & tax software
- Courts & justice software
- ERP & financial software
- Planning, regulatory, & maintenance software
- Public safety software
- Records & documents software
- School ERP – student info & transportation
- Civic services
- Corrections
- Data & insights
- Disability & benefits
- Cybersecurity

Additional information can be found on the vendor provided, non-government website at:
tylertech.com 



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

September 12, 2023

County of Hidalgo
Attn: Cassandra Carr
P.O. Box 1356
Edinburg, TX 78540

Dear Ms. Carr,

Please allow this letter to confirm that Tyler Technologies, Inc., a publicly traded company (NYSE: TYL), is not required by state law to provide a Form 1295 when contracting with Governmental entities. Pursuant to Government Code Title 10, Subtitle F, Section 2252.908(c)(4), publicly traded companies are not required to file a Form 1295.

Please let me know if you have any additional questions.

Regards,

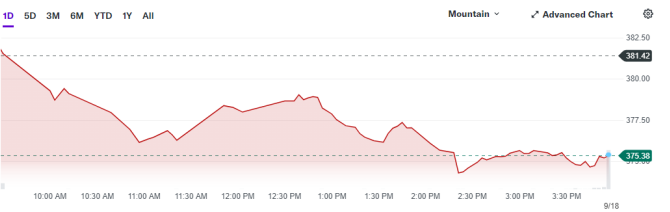
Sherry Clark
Sherry Clark
Group General Counsel

- Summary
- News
- Chart
- Conversations
- Statistics
- Historical Data
- Profile
- Financials
- Analysis
- Options
- Holders
- Sustainability
- Company Insights

Survey Americans think inflation is coming down. That could help the Fed.

NYSE: US **Tyler Technologies, Inc. (TYL)** Follow Visitors trend 2W ↓ 10W ↑ 9M ↑

375.38 -6.04 (-1.58%) 375.38 0.00 (0.00%)
 At close: 4:00 PM EDT After hours: 5:06 PM EDT



Previous Close	381.42	Day's Range	374.32 - 381.55	Market Cap (Intraday)	15.795B	Earnings Date	Oct 24, 2023 - Oct 30, 2023
Open	381.55	52 Week Range	281.11 - 426.83	Beta (9Y Monthly)	0.81	Forward Dividend & Yield	N/A (N/A)
Bid	368.70 x 3000	Volume	275,760	PE Ratio (TTM)	96.75	1y Target Est	444.64
Ask	374.78 x 800	Avg. Volume	208,956	EPS (TTM)	3.88		

Tyler Technologies, Inc. Overview - Software—Application / Technology

Quote Lookup

- U.S. markets closed
- MARKETS**
- US
 - S&P 500 4,450.32 -1.22%
 - Dow 30 34,618.24 -0.83%
 - Nasdaq 13,708.33 -1.96%
 - Russell 20... 1,847.03 -1.09%
 - Crude Oil 91.20 +1.15%
 - Gold 1,945.60 +0.66%

MY PORTFOLIOS
 Sign in to create a watchlist
 Sign in



TYLER TECHNOLOGIES INC

Unique Entity ID GKHLE5VNFMZ3	CAGE / NCAGE 5DK54	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 11, 2024	
Physical Address 5101, Tennyson Parkway Plano, Texas 75024-3525 United States	Mailing Address 5101 Tennyson PKWY Plano, Texas 75024-3525 United States	

Business Information

Doing Business as (blank)	Division Name Tyler Technologies, Inc.	Division Number (blank)
Congressional District Texas 03	State / Country of Incorporation Delaware / United States	URL www.tylertech.com

Registration Dates

Activation Date Jan 13, 2023	Submission Date Jan 11, 2023	Initial Registration Date Mar 27, 2009
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Entity Dates

Entity Start Date Jun 1, 1966	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 5DK54
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Points of Contact

Electronic Business

♀ ARLENE STANLEY	5101 Tennyson PKWY Plano, Texas 75024 United States
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Government Business

♀ EHREN MORSE	One Tyler Drive Yarmouth, Maine 04096 United States
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ANDREA FRAVERT, Mrs	1 Tyler Drive Yarmouth, Maine 04096 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	513210	Software Publishers
	423430	Computer And Computer Peripheral Equipment And Software Merchant Wholesalers
	541512	Computer Systems Design Services
	541519	Other Computer Related Services
	541990	All Other Professional, Scientific, And Technical Services

Disaster Response

This entity does not appear in the disaster response registry.