

**AMENDMENT 1 TO THE CUSTOMER AGREEMENT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND,
TEXAS NICUSA, LLC
AND
WILLIAMSON COUNTY**

Purpose: The purpose of this amendment is to edit the Customer Agreement.

Whereas, effective January 1, 2010, the Texas Department of Information Resources (DIR), Williamson County (Customer), and Texas NICUSA, LLC (Vendor) entered into a Customer Agreement to provide Texas.gov services.

BACKGROUND

The Office of Court Administration (OCA), the Texas Supreme Court, and the Judicial Committee on Information Technology (JCIT), have jointly extended eFiling service through Texas.gov, for up to 18 months, to February, 2014, to accommodate OCA procurement of a new eFiling provider and transition to the new solution.

AUTHORITY

This amendment is coterminous with the Texas Supreme Court Customer Agreement for the eFiling service.

EFFECTIVE DATE

This amendment is effective as of **September 1, 2012**.

For good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby amend the Customer Agreement as follows, all other terms and conditions remain the same.

1. Edit Customer Agreement:

- 1.1. Customer Agreement—Standard Terms and Conditions, delete Section 10 in its entirety and replace with the following:

10. Termination

10.1 The Customer Agreement is effective on September 1, 2012 and expires no later than the earlier of February 28, 2014 or the termination or expiration of either the TexasOnline 2.0 Master Agreement or the Texas Supreme Court eFiling Customer Agreement, unless this Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.4 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of

such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, DIR and Vendor may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 90-day prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, Customer may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 45-day prior written notice.

10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas.gov, if the Customer terminates the Customer Agreement for convenience or lack of funding prior to August 31, 2013 and before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

2. Replace Exhibit A in its entirety with the attached Exhibit A to apply the following changes:

2.1. Edit Fee Schedule – Section 1. Electronic Filing Manager (EFM) Application, as follows:


2.1.1. Update Texas.gov Filing Fee

2.1.2. Update payment terms

3. Add Exhibit B in its entirety with the attached Exhibit B.

AGREED AND ACCEPTED:

Vendor:

By: 

Print Name: Erin Hutchins

Title: Director of Portal Operations

Date: 6/29/12

Texas Department of Information Resources:

By: _____

Print Name: Carl D. Marsh

Title: Chief Operating Officer

Date: _____

Legal: _____

Customer:

By: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit A: Amendment 1

Customer: Williamson County

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application

- A. Court Intake Application
- B. Court Profile
- C. Court Registration
- D. Filer Registration
- E. Payment Services

List of Service(s) Provided Under this Customer Agreement

- **Electronic Filing Manager (EFM) Application**
 - Electronic Payments System Credit Card Authorization Services/Settlement Services
 - Electronic Payments Chargeback Services
 - Filing Purge Services
 - Customer Information Center Service for Government Entity Applications
 - Customer Information Center Services for Electronic Payments transaction services
 - TexasOnline Hosting and Application Service Provider (ASP) Services
 - TexasOnline Training
 - Strategic Outreach
 - Physical Environment Management
 - Network Infrastructure Management
 - Hardware Management
 - Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	<ul style="list-style-type: none">• \$5.00 Texas.gov Filing Fee• \$2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table.
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in Williamson County as approved by the Department of Information Resources Board.
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds.
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees.
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board.

Customer Initials & Date

Vendor Initials & Date

Exhibit B: Application and Services Description

The Vendor offers a variety of support services to Customers. The specific list of services and applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A of the Agreement between the Customer and Vendor.

The following table is a comprehensive list of all services currently offered by Vendor, and may be amended from time to time by Vendor.

Service	Description
A. Electronic Payment Engine Payment Interface Services	<p>Vendor will provide a Payment interface ("Electronic Payment Engine") that will be hosted at a Vendor web site. The Customer applications will pass encrypted transaction data to the site using a secured connection. The interface will include:</p> <ul style="list-style-type: none">• SSL 128bit encryption or greater secure interface to Electronic Payment Engine• Pre-load validation of record packet submitted by the Customer application• Response record packet returned to the Customer application <p>If the Customer is hosting the application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas.gov Payment Engine, Payment Services Specifications.</p>
B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services	<ul style="list-style-type: none">• Vendor will provide authorization and settlement transaction services for credit cards (Visa, MasterCard, Discover, and American Express).• Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface.• Each incoming transaction will be logged for auditing.• Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment.• If valid, the transaction will be submitted for approved credit and process authorization.• A response record will be returned to the Customer application containing either authorization data or denial/error codes.• An outgoing transaction record will be recorded for auditing.• The cutoff for transactions will be 2:00 a.m. ET daily.• The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers.
C. Electronic Payment Engine ACH Services	<p>For Automated Clearing House (ACH), Vendor will provide the following services:</p> <p>Vendor will receive the encrypted pay request transaction</p>

	<p>through a secure (minimum SSL 128 bit) interface.</p> <ul style="list-style-type: none"> • Each incoming transaction will be recorded for auditing. • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided. • If valid, the transaction will be authorized using current financial data. Only the ABA routing number is validated. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing.
D. Automated USAS Interface	<p>Vendor will prepare a file of online transactions and forward it to the Comptroller each banking day. In turn, the file is provided to the Customer via the Comptroller. The file will be formatted according to the specification defined in the Texas.gov Payment Engine Specifications.</p>
E. Application for Electronic Payment Engine Refund Services for Credit Cards	<p>Vendor will provide an online, secured application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover.</p> <ul style="list-style-type: none"> • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
F. Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)	<p>Vendor will provide an online, secured application for the Customer to access in order to process refunds to ACH transactions.</p> <ul style="list-style-type: none"> • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund.

	<ul style="list-style-type: none"> • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file. Transfers will only occur on bank business days. The Customer will be able to print and save a record of the refund transaction.
G. Hosting Support Services	<p>Vendor may provide services related to the support of Texas.gov. These services include, but are not limited to:</p> <ul style="list-style-type: none"> • Application hosting • Architecture development and/or review • Security services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services
H. Texas.gov Authentication Service	<ul style="list-style-type: none"> • Section 2054.271 of the Texas Government Code allows for Texas.gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document. <ul style="list-style-type: none"> • The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas.gov Authentication Database. • Vendor provides Texas.gov Authentication Service • Customer agrees to use the service solely for the Customer Application specified in Exhibit A.
I. Helpdesk Services for Texas.gov Applications	<p>Vendor may provide first through third level customer support through the Texas.gov Helpdesk.</p> <p>Level 1 Support duties:</p> <ul style="list-style-type: none"> • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address. • Following established procedures to answer questions

	<ul style="list-style-type: none"> Escalating issues that are not resolved to Level 2 support Recording all issues in a tracking system. <p>Level 2 Support duties:</p> <ul style="list-style-type: none"> Responding to phone calls escalated from Level 1 support Responding to emails escalated from Level 1 Support Following established procedures to answer questions and issues Escalating issues that are not resolved to Level 3 Support Recording issue resolution into the tracking system <p>Level 3 Support duties:</p> <ul style="list-style-type: none"> Responding to issues escalated from Level 2 support Conducting a systems analysis to determine cause for issue Development of a work around or fix for the issue <p>Vendor may provide Level 1 and Level 2 support for the Customer hosted application(s) through the Texas.gov Helpdesk. If Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support.</p> <p>For Texas.gov Hosted applications, Vendor may provide Level 1 through Level 3 support.</p> <p>A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Framework is at times other than those described above. The call center services are offered in English and Spanish.</p>
J. Change Management	Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H: Governance, Attachment H1: Policies and Procedures Manual, Section 6.3 Change Management Process.
K. Texas.gov Service Desk	The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.
L. Filing Purge Services	<ul style="list-style-type: none"> Customer will check and accept or reject all filings on at least a daily basis. Vendor will purge all filings 10 days after the Customer acts on the filing by accepting or rejecting the filing.

	<ul style="list-style-type: none"> • All filings will be purged no later than 30 days after they are submitted by the filer.
M. Texas.gov Training	Vendor will provide training support documentation on the appropriate use of the Texas.gov EFM.
N. Physical Environment Management	Vendor will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center.
O. Network Infrastructure Management	<ul style="list-style-type: none"> • Vendor will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the Texas.gov EFM located at Vendor's eGovernment Data Center. • Vendor will manage all the Texas.gov EFM resources necessary to get users to Customer's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.
P. Hardware Management	<ul style="list-style-type: none"> • Vendor will provide Hardware Installation, Hardware Management and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will install and maintain Texas.gov EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.
Q. Operating System Administration	<ul style="list-style-type: none"> • Vendor will provide Operating System Software installation, configuration, optimization, and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will create the underlying Texas.gov EFM environment and work with Customer to ensure that systems are configured and tuned appropriately to support the needs of Customer applications.
S. Point of Sale Payment Services	<ul style="list-style-type: none"> • Vendor will provide application for over-the-counter processing and a magnetic card reader for credit card data collection. • MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements.
T. Card-swiping Device-Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS).

Electronic Filing Manager (EFM) Application: Specific Descriptions and Definitions

Vendor Obligations

Service	Description
A. EFM Training	Vendor agrees to provide training to the Customer concerning profile, intake functions and financial reconciliation related to the services provided under this Agreement. Vendor agrees to assist the Customer in understanding and implementing the security policies and procedures as needed.
B. EFM Privacy and Security	Vendor agrees that the Customer's information is owned by the Customer, and Vendor agrees that it will not use the Customer's information for any purpose except as authorized by the Customer. Vendor will make commercially reasonable efforts to meet the security standards described in the Master Contract and provide for the security and integrity of all information obtained pursuant to this Agreement.
C. EFM Service Levels - Page Loading Time	<p>Vendor will provide page loading time to the User on an average of 5 seconds, measured at the Web server.</p> <ul style="list-style-type: none"> • Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. • Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. • The User is the third party who requests service. • Submission of the filing by the filer is exempted from the average loading time commitment. <p>Under no circumstances shall the Customer be construed to be the User under this Agreement.</p>
D. EFM Service Levels- Up-Time and Availability	<p>Vendor will provide up-time and availability of the Texas.gov network and electronic payment system of 99.5%.</p> <ul style="list-style-type: none"> • Service level will be measured monthly by Vendor. • Vendor reserves the right to restrict the size of eFiling attached documents to preserve performance commitments. <p>The following will <u>not</u> be included in Vendor's up-time and availability computation:</p> <ul style="list-style-type: none"> • Scheduled and planned outages for the purposes of upgrades or maintenance. <p>Upon receipt of TDIR approval, Vendor will promptly notify the Customer of all scheduled and planned outages.</p> <ul style="list-style-type: none"> • All outages will be scheduled with a minimum of 72 hours of advance notice to the TDIR, and shall occur only during non-peak hours, unless otherwise agreed

	<p>by the parties.</p> <ul style="list-style-type: none"> • If less than 72 hour notice is given or the TDIR does not approve the upgrade or maintenance, the outage will be considered down-time. <p>Special Circumstances</p> <ul style="list-style-type: none"> • The Customer may request an outage with respect to services and that outage will not be considered down-time. • If systems or components not owned, controlled, or contracted by Vendor fail resulting in an outage, that outage will not be considered down-time, unless the cause of the failure can be shown to have been a result of Vendor negligence or malfeasance. • Service outages caused by the failure of the Customer's application code or Customer maintained portions of the application or infrastructure are not considered down-time.
E. EFM Service Failure	<p>If for any reason Texas.gov or Vendor are unable to electronically receive or transmit a document, then Vendor will deliver the document to the Customer in a form acceptable to the Customer by 5 p.m. on the first business day following Vendor receipt of notice from the Customer of the failure.</p>
F. EFM Convenience Fee	<p>Vendor will submit convenience fee change requests to DIR for approval and fee changes will be implemented within thirty (30) days of approval.</p> <ul style="list-style-type: none"> • The convenience fee charged to users of Texas.gov will be clearly indicated to users. • Users will be required to give explicit confirmation that they have agreed to pay the convenience fee.
G. EFM Unsuccessful Payment	<p>It is the Electronic Filing Service Provider's responsibility to collect the payment amount from the filer for all filings submitted with unsuccessful payment. Outstanding funds for all filings that are accepted without successful payment for a given month will be transferred from the Vendor Bank account to the Customer's bank account by the tenth (10th) business day of the following month.</p>
H. EFM Electronic Payments Chargeback Services	<p>Vendor and the Customer will develop mutually acceptable procedures for the Customer to follow in order to process chargebacks for applicable credit card transactions.</p>
I. EFM Information Center (CIC) Services for County Applications	<p>Vendor will provide first level customer support for the Customer applications through the Texas.gov CIC.</p> <ul style="list-style-type: none"> • First level support includes responding to phone calls

	<p>and email requests for assistance in using the application.</p> <ul style="list-style-type: none"> • Questions that cannot be answered by a first level technician will be forwarded either to the Customer contact or level two support for resolution. • First and second level support is limited to technical support regarding the Texas.gov network or availability and application functionality. <p>Customer business questions or filing rules, as they pertain to eFiling, are the responsibility of the Customer.</p> <ul style="list-style-type: none"> • Questions that require the Customer's response will be forwarded to the Customer for resolution. • Users will be referred appropriately. <p>A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.</p>
J. EFM Customer Information Center Services for Electronic Payment Transaction Services	<p>Vendor will provide first through third level customer support through the Texas.gov CIC for the payment transactions processed through the Electronic Payments System.</p> <ul style="list-style-type: none"> • First level support includes responding to phone calls and email requests for assistance in using the application. • Questions that require a Customer response will be forwarded to the Customer contact for resolution. • Questions that require the Electronic Payments Systems investigation or response will be forwarded to the Electronic Payments Customer Support areas. <p>A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.</p>
K. EFM Texas.gov Hosting and Application Service provider (ASP) Services	<p>Services provided by Vendor include all services related to the hosting of eFiling applications including:</p> <ul style="list-style-type: none"> • Application design • Database design and setup • Standard interface design to meet the statewide court filing standard. • Interface design for exchange between Texas.gov and the Electronic Payments System • Support secure communications standards between

	<p>Customer can evaluate the services and test for performance and reliability of services.</p> <ul style="list-style-type: none"> • If the Customer is dissatisfied during the initial Pilot Phase, Vendor shall have thirty (30) days from receipt of notice of Customer's dissatisfaction to make changes and satisfy the Customer.
C. EFM Training	After the initial training provided by Vendor, the Customer is responsible for training Customer employees concerning profile, intake functions, and financial reconciliation.
D. EFM Contact Number	The Customer agrees to provide a contact number so that inquiries from the Customer Information Center may be received between 8:00 a.m. and 5:00 p.m. central standard time.
E. EFM Texas.gov Logo and Hyperlink	The Customer agrees to provide on the Customer's web page a hyperlink to Texas.gov home page and display the Texas.gov logo. The Customer will maintain the hyperlink to Texas.gov and change the URL as requested by Texas.gov.
F. EFM Receipt of Electronic Filings	<ul style="list-style-type: none"> • The Customer is responsible for receipt of filings made on Texas.gov, when the filing is available for access on the Texas.gov browser. • The Customer agrees to review electronic filings that occur on regular Customer business days and accept or reject electronic filings, unless the Customer is down or otherwise unable to review electronic filings due to circumstances beyond the Customer's control. • The Customer shall notify Vendor within fifteen (15) minutes or as soon as possible that the Customer is down or otherwise unable to electronically receive documents.
G. EFM System, Software, and Interface	<ul style="list-style-type: none"> • The Customer agrees to support reasonable efforts by Vendor to upgrade the Texas Department of Information Resources environment operating system, application server software, web server software, and hardware on Customer environments, as hosted by Vendor. • The Customer is responsible for reasonable costs associated with the development of an automated interface application that would process data available from eFiling into the Customer's systems, subject to prior written approval by the Customer. • Vendor agrees to support the Customer in creating an interface to the Department of Information Resources in a timely manner, subject to the approval of the Department of Information Resources.

H. EFM Convenience Fee	<p>A convenience fee is paid by the User for each completed transaction.</p> <ul style="list-style-type: none"> • Under no condition shall the Customer be responsible for payment of the convenience fee or any other payment of money under this Agreement or in relation to this Agreement. • The amount of the convenience fee is set out in Exhibit A, attached hereto and incorporated herein.
I. EFM Security and Privacy	<ul style="list-style-type: none"> • The Customer agrees to follow recommended security policies and procedures promulgated by Vendor from time to time. • The Vendor will assist the Customer in understanding and implementing these security policies and procedures to avoid identified risks. • The Customer agrees to comply with the privacy statements displayed on the Texas.gov site.