



## **Defendant Access Order Form**

### **Williamson County, TX.**

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The following Investment Summary details the software and products to be delivered by us to you under the Agreement by which you acquired rights to use Tyler's Enterprise Justice software. This Investment Summary is effective as of the date of your signature.

The fees for access to the Defendant Access application shall be the amounts referenced in the table below, and shall be paid by the consumer.

Your use of the Tyler Software listed in the table below is subject to the terms found at <https://www.tylertech.com/terms/payment-card-processing-agreement> ("PCPA"). Your use of text messaging/IVR is subject to the terms found at <https://www.tylertech.com/terms/twilio-terms-of-use>. By signing this order, you agree you have read, understand, and agree to such terms, subject to the Special Terms and Conditions set forth on the next page.

Should you choose to accept American Express credit cards as a payment method, your processing of American Express payments is subject to the Sponsored Merchant Terms ("SMT") in Schedule 2. By processing American Express payments via the Tyler Software, you agree to comply with the SMT.

In the event any terms found or linked above conflict with terms in the Agreement, the terms in or linked from this Order Form shall control.

All services quoted herein are assumed to be delivered remotely unless otherwise indicated.

## **Special Terms and Conditions:**

**Prompt Payment Act:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%) and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**Tax Exemption:** The County is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

**Venue and Applicable Law:** Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

| Included Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                       |
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| <b>Tyler Software</b><br>Defendant Access<br>Payments*<br><br>Over the counter and/or<br>Odyssey Portal - Document Purchase*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                       |
| Optional Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                       |
| <b>Tyler Software</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Transaction Price</b>           |                                       |
| Defendant Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                       |
| Selections with zero balance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$3.50                             |                                       |
| Online Case Review/Online Plea Agreement*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$10.00                            |                                       |
| Credit Card Processing Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                       |
| <b>* Defendant Access/ Odyssey Portal/Over the Counter</b><br>A convenience fee of 5% will be assessed to consumers for each electronic payment transaction that flows through the system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.<br><br><b>All Payments</b><br>Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Williamson County, TX.<br><br>The disputed Principal Amount* associated with any chargebacks or returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount* associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Williamson County, TX.<br>*Principal Amount means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.<br><br>A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed. |                                    |                                       |
| Hardware Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Per unit (shipping/taxes included) | Order Total (shipping/taxes included) |
| Ingenico Lane3000 (Order Qty: 24 ea.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.00                             | \$0.00                                |
| (Includes: cables/stands/code injection)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                       |

County Judge Signature: Bill Gravell (Nov 2, 2023 10:30 CDT)

Client Name & Title: Bill Gravell County Judge

Date: Nov 2, 2023

## **Schedule 1: Professional Services**

The following components are included in the implementation of the Defendant Access application. Any deviation from these standards will require custom work requiring additional consulting, development, and implementation hours.

### **Tyler will provide the following services during implementation:**

1. Conduct a business process review to understand configuration options for the system.
2. Configure online payment options and rules, including defendant access configuration and Odyssey payment configuration.
3. Partner with the client to add client branding and text to their environment.
4. Configure IVR for Phone Payments, obtain the phone number and implement standard flow.
5. Configure payment reminder text messaging and provide configuration and user guides.
6. Train county personnel to use the system.
7. Support client through initial go-live, adjusting configuration settings as needed.

### **Tyler will not modify any of the following during implementation:**

1. Add or edit any backend processes in Odyssey (i.e., case closure processes, workflows, etc.).
2. Add or edit an existing Odyssey configuration (i.e., offense codes, fee codes, fee schedules, accounts, etc.).
3. Create a custom IVR flow for defendant phone payments.

## **Schedule 2: American Express Sponsored Merchant Terms (“SMT”)**

1. **Compliance.** If Client, also referred to herein as “*Sponsored Merchant*,” accepts American Express cards as a form of payment processed through Tyler’s electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
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](http://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. **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 SMT.
5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT 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 will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Client or the American Express Merchant Operating Guide.