

EFileTexas Usage Agreement

Welcome to EFileTexas, the electronic filing program of the Texas Judicial Branch. Please read this Agreement carefully. It governs Your access to and use of EFileTexas. Your use of EFileTexas is conditioned upon Your acceptance of this Agreement. By clicking on the "I Accept" button or similar button, You are agreeing to be legally bound by all of the terms and conditions of this Agreement. As used in this Agreement, "You" or "Your" includes You and Your employer and Users.

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Section 1. Definitions

The following terms have the following meanings in this Agreement:

" User" means You and, if applicable, any of Your employees, agents, independent contractors, consultants or others who agree to be bound by the terms and conditions of this Agreement and who are authorized or otherwise designated or permitted by You to access and use EFileTexas pursuant to the License.

"Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Tyler for EFileTexas.

"Fees" mean statutory filing fees and other court fees, credit card fees and fees for services that may be made available to You and Your Users pursuant to the Electronic Filing Agreement between Tyler Technologies, Inc. and the Office of Court Administration executed on November 8, 2012, as amended from time to time.

"Information" means the records, data, databases, documents, materials, and other information accessible through EFileTexas.

"License" means the limited license granted to You under this Agreement.

"Proprietary Rights" means any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

"EFileTexas" means the electronic filing system designed to receive, transfer, maintain, and provide access to documents for the benefit of Users.

"Third Party Content" means any content, records, data, documents, materials, or other information supplied to Tyler pursuant to an agreement with a third party for inclusion as part of, or for use with, EFileTexas.

"Tyler" means Tyler Technologies, Inc. and its operating units and divisions.

"EFileTexas Internet Site" means the Web sites (and all Enhancements thereto) located at <http://www.EFileTexas.com>.

"Tyler Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products or other technology and materials of any kind, or any Enhancement thereto, used by Tyler in connection with the performance of EFileTexas or made available by Tyler to You, any User or any third party through the EFileTexas Internet Site.

"Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity, including, without limitation, any bulk reselling involving any aspect of EFileTexas, the EFileTexas Internet Site or Information that is not expressly authorized under this Agreement or otherwise in writing by Tyler.

"User Identification" means the unique user identification name and password issued or otherwise assigned to each User for access to and use of EFileTexas.

Section 2. License; Restrictions on Use

2.1 License. Subject to the restrictions and limitations set forth in this Section 2 and elsewhere in this Agreement, Tyler hereby grants to You and Your Users a nonexclusive, nontransferable, limited license to do the following during the term of this License: (a) enable You and Your Users to access and use EFileTexas subject and according to the terms of this Agreement solely for Your and Your Users' internal use in the regular course of Your and Your Users' business; (b) subject to any applicable third party rights or restrictions of law, reproduce the Information for use in connection with the rights granted under (a) above and provide the Information to Your and Your Users' customers and clients and third parties in the regular course of Your and Your Users' business, provided that such Information is provided as an incidental part of, and ancillary to, the other services You and Your Users provide Your and Your Users' clients or customers, or the regular course of Your and Your Users' business.

2.2 General Restrictions and Limitations. Paragraph 2.1 sets forth the entirety of Your and Your Users' right to access and use EFileTexas. The License does not include the right to, and You and Your Users will not directly or indirectly (a) enable any person or entity other than Users to access and use EFileTexas; (b) modify or create any derivative work based upon any Tyler Technology; without prior permission, Information in which anyone else may have an ownership or protected interest; or Third Party Content; (c) except as necessary to conduct Your and Your Users' regular course of business, engage in, permit or suffer to continue any bulk copying or bulk distribution of the Information or store the Information in a searchable database accessible to third parties, excluding You and Your and Your Users' clients and agents; (d) grant any sublicense or other rights under the License; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Tyler Technology; (f) remove, obscure or alter any Proprietary Rights notice related to the EFileTexas Internet Site, EFileTexas, the Tyler Technology or any Third Party Content; or (g) engage in, permit or suffer to continue any Unauthorized Use by any person or entity within Your control. You will ensure, through proper instructions and enforcement actions, that all access to and use of EFileTexas and the Information obtained by You and Your Users, or otherwise through Your facilities, equipment, identifiers or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, court orders or Tyler's policies.

2.3 No Attorney-Client Relationship. EFileTexas does not constitute or contain legal advice. Use of EFileTexas may require the application of professional expertise and judgment, for which You should consult a competent attorney licensed to practice in the appropriate jurisdiction.

2.4 Third Party Content, Software and Services. The License as it relates to any Third Party Content, software or services is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Third Party Content, software or services. Tyler's agreements with such third parties may require Tyler to deny or otherwise restrict Your or Your Users access to certain Third Party Content, software or services available through EFileTexas. You will comply with all such restrictions upon reasonable notice. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY THIRD PARTIES, THE THIRD PARTY TERMS AND CONDITIONS WILL APPLY.

Section 3. Access to the EFileTexas Internet Site

3.1 Equipment, Services and Facilities. You are solely responsible for providing, installing and maintaining at Your own expense all equipment, facilities and services necessary for You and Your Users to access and use EFileTexas, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

3.2 Password. Each User will be issued or otherwise assigned User Identification to access and use EFileTexas. You acknowledge that You are fully responsible for all liabilities incurred through the use of any User Identification and that any transaction under a User Identification will be deemed to have been performed by You. If you have authorized, permitted or otherwise designated employees, agents, independent contractors, consultants or others to access and use EFileTexas, You are solely responsible for tracking the User Identifications to specific Users and for ensuring the security and confidentiality of all User Identifications. You will immediately notify Tyler of any unauthorized use of any User Identification or any other breach of security known to You. Use of any User Identification other than as provided in this Agreement will be considered a breach of this Agreement by You.

3.3 Hours of Operation; Scope of EFileTexas. Tyler reserves the right at any time and without prior notice to You or Your Users to change EFileTexas' hours of operation or to limit Your and Your Users' access to EFileTexas in order to perform repairs, make modifications or as a result of circumstances beyond Tyler's reasonable control. Tyler may add or withdraw products or services to or from EFileTexas from time to time. You acknowledge that Tyler has no obligation to maintain or provide any Enhancements to EFileTexas.

3.4 Privacy Statement. Tyler believes strongly in protecting user privacy and providing You with notice of Tyler's collection and use of data, including personal identifying information, collected on the EFileTexas Internet Site. Please refer to the Tyler Privacy Statement for information regarding how Tyler uses and collects information, available at: <http://www.tylertech.com/privacy>.

Section 4. Limitations on Use

4.1 Individual Access. Only one individual may log-in to the EFileTexas Internet Site at the same time using the User Identification assigned, unless we permit otherwise.

4.2 Intellectual Property. The Tyler Technology intellectual property used in connection with EFileTexas is the property of Tyler and is protected by applicable intellectual property laws.

Section 5. Representations and Warranties.

5.1 Security. Tyler shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity of the data or documents submitted by You and Your Users through the EFileTexas system, and the computing, processing and storage devices used to process, maintain, store, and transmit Information. At a minimum, Tyler shall remain compliant with PCI security standards, and shall additionally obtain SSAE16 Type II certification and thereafter remain compliant with the same or equivalent. Tyler shall not use data or documents submitted through the EFileTexas system for any purpose other than performance of this Agreement and will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey any such information to any third party without the court's consent, except as may be required by law, regulation, judicial or administrative process or as may be required pursuant to the State of Texas Electronic Filing Agreement.

5.2 You agree that, except as specifically set for herein, Your access to and use of EFileTexas and the content available through EFileTexas is on an "as-is" basis, and Tyler does not make any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose.

Section 6. Fee Schedule

6.1 Fees. You are ultimately and fully responsible for payment to Tyler of all Fees, charges and other amounts whether or not You and Your Users are incurring such fees, charges or other amounts on Your own account or on behalf of Your and Your Users' clients. All amounts payable under this Agreement are denominated in United States Dollars and You will pay all such amounts in lawful currency of the United States.

6.2 Payment Terms. Unless You and Tyler separately agree to different payment terms, You will pay for statutory filing and court fees by credit card. When You register for EFileTexas, You will be prompted to enter Your credit card information. Tyler accepts Visa, MasterCard and the Discover Card.

6.3 Suspension of Services. If You fail to pay any amount under this Agreement when due, in addition to any other remedies available at law or in equity, Tyler will have the right, in its sole discretion, to immediately suspend the License and You and Your Users' access to and use of the Tyler Services.

Section 7. Proprietary Rights

7.1 Ownership. The EFileTexas Internet Site and the Tyler Technology that constitutes EFileTexas involve valuable Proprietary Rights of Tyler. You acknowledge that You obtain only license rights under this Agreement. No title to or ownership of EFileTexas, the EFileTexas Internet Site and the Tyler Technology, or any Proprietary Rights associated therewith is transferred to You, any User or any third party under this Agreement.

7.2 Protection of Proprietary Rights. You will not infringe or violate, and will take appropriate steps and precautions for the protection of Tyler's Proprietary Rights. Without limiting the generality of the foregoing, You will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) except as provided by this Agreement, not make EFileTexas, the EFileTexas Internet Site, the Tyler

Technology or Third Party Content available to any third party without the prior written consent of Tyler; and (c) otherwise use Your best efforts to prevent any Unauthorized Use. You will immediately notify Tyler of any Unauthorized Use that comes to Your attention and cooperate with Tyler to investigate and prevent the same. In the event of any Unauthorized Use relating to Your activities, any User or any of Your representatives, You will take all steps reasonably necessary to terminate such Unauthorized Use.

7.3 Infringer Policy. Tyler respects the intellectual property of others, and expects its users to do the same. Tyler may, in appropriate circumstances and at its own discretion, limit access to the EFileTexas Internet Site and/or terminate your account if You or any of Your Users infringe the intellectual property rights of others. Any person who believes that any Information available through the EFileTexas Internet Site infringes upon any copyright owned or controlled by such person, or that any link on the EFileTexas Internet Site directs users to another Web site that contains such infringing material may file a notification of such infringement with our Designated Agent. Please see the Copyright Policy and Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement, located at: <http://www.tylertech.com/terms>.

Section 8. Disclaimers and Limitations

8.1 Assumption of Risk; Responsibility to Verify. You acknowledge that Tyler does not verify the completeness, propriety, timeliness or accuracy of any Information or Third Party Content available through the EFileTexas Internet Site. Tyler does not control the contents of any Information and except as provided in section 5.1, supra, will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information. Tyler may provide from time to time links from the EFileTexas Internet Site to other Web sites that are not controlled by Tyler and are not related to EFileTexas. Tyler is providing these links only as a convenience, and no such link implies an affiliation, endorsement, or adoption by Tyler of the linked Web site or any Information, services or products obtained through such links. You acknowledge that by providing the Information and EFileTexas, Tyler does not underwrite or assume any of the risks of Your business or activities. IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD PARTY CONTENT OBTAINED THROUGH THE EFILETEXAS INTERNET SITE WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.

8.2 DISCLAIMER. THE LICENSE, EFILETEXAS, THE EFILETEXAS INTERNET SITE, TYLER TECHNOLOGY, INFORMATION AND ALL SOFTWARE, SERVICES AND OTHER ITEMS PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED EXCEPT AS PROVIDED IN SECTION 5.1, SUPRA. TYLER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD PARTY CONTENT, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN EFILETEXAS, THE EFILETEXAS INTERNET SITE, TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY, THROUGH

OR ON BEHALF OF TYLER UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

8.3 Third Party Content, Software and Services. Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of Tyler and Your and Your Users' remedies with respect to any Third Party Content, software or services will be limited to whatever recourse may be available against the third party provider of such Third Party Content, software or services and ARE SUBJECT TO ALL RESTRICTIONS AND OTHER LIMITATIONS AS MAY BE DISPLAYED IN OR REFERENCED BY SUCH THIRD PARTY CONTENT, SOFTWARE OR SERVICES.

Section 9. Your Warranties and Indemnification

9.1 Warranty. In addition to any warranties set forth elsewhere in this Agreement, You warrant to Tyler that the performance of Your obligations and Your and Your Users' access to and use of EFileTexas will not violate any third party rights or any applicable laws, rules or regulations.

9.2 Indemnification. To the extent permitted by Texas law, except for damages resulting from Tyler's breach of section 5.1, supra, you will defend, indemnify and hold harmless Tyler, and its directors, officers, employees, owners and agents from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties or any other provision of this Agreement; (b) any damage arising from causes beyond the control or without the fault or negligence of Tyler; (c) any use by You or Your Users, customers or clients of the Information, Third Party Content, or any other software, services or other items provided under this Agreement.

Section 10. Limitations of Liability

10.1 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party).

10.2 No Consequential Damages. NEITHER TYLER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD PARTY CONTENT WILL BE LIABLE TO YOU OR ANY OF YOUR USERS, CUSTOMERS OR CLIENTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) WHETHER OR NOT CHARACTERIZED BY NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED

REMEDY, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, THE LICENSE, EFILETEXAS, THE EFILETEXAS INTERNET SITE, THE TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF TYLER TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE BY TYLER.

10.3 Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM TYLER'S BREACH OF SECTION 5.1, IN NO EVENT WILL THE AGGREGATE LIABILITY OF TYLER WITH REGARD TO THE LICENSE, EFILETEXAS, INFORMATION AND ANY OTHER ITEMS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY YOU TO TYLER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM.

Section 11. Arbitration

Unless prohibited by applicable law, any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, will attempt to settle the same by mediation. The mediation will be conducted by a single mediator and agreed rules if all parties can agree upon such mediator and rules, and if such agreement cannot be reached between the parties, the mediation will be mediated by a single mediator. The cost of mediation will be borne equally by the parties. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the mediation process.

Section 12. Miscellaneous

12.1 Modifications. This Agreement may be amended by Tyler, with the approval of the Office of Court Administration, from time to time by Tyler posting on the EFileTexas website a new click-thru license; in addition to posting a new click-thru license, Tyler may post on the EFileTexas Internet Site the amended Agreement or other notice of the amendments. Latest revision dates are indicated at the top of the document. Continued use of the EFileTexas Internet Site following the fifteenth day after such posting will constitute acceptance of the change. If You do not accept the amended terms, You must cease using EFileTexas.

12.2 Assignment. This Agreement, and the License granted hereunder, may not be assigned by You to any third party. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

12.3 Nonwaiver. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

12.4 Termination. Notwithstanding any of these terms and conditions, Tyler reserves the right, without notice and in its sole discretion, to terminate Your License, and to block or prevent future access to and

use of the EFileTexas by You or Your Users. Unless such termination is at Your request or is due to Your breach, Tyler will refund any fees prepaid by You with respect to periods following the effectiveness of such termination. Upon notice of termination, You and Your Users will immediately discontinue use of EFileTexas.

12.5 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

12.6 Questions and Contact Information. General questions or comments about the EFileTexas Internet Site or EFileTexas may be directed to EFileTexas' Customer Service by e-mail at support@eFileTexas.com or by postal mail at Tyler Technologies, Inc., 6500 International Parkway, Plano, TX 75093.

12.7 Applicable Law; Jurisdiction and Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

12.8 FileTime Access to Firm Account: You agree to allow FileTime personnel to login to the firm account as a firm administrator in order to assist the Your firm in areas such as setting up payment accounts, changing filer passwords, viewing firm settings, etc.

12.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and this Agreement replaces and supersedes any prior verbal understandings, written communications or representations on the subject matter hereof.