



# **Master Services Agreement**

**OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**

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## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered by and between the Texas Office of Court Administration (“**OCA**”), on behalf of the State of Texas, with its principal place of business at 205 W. 14th St., Suite 600, Austin, Texas 78701, and Tyler Technologies, Inc. (“**Contractor**”), a Delaware corporation, with its principal place of business at 5101 Tennyson Parkway, Plano, Texas 75024, effective as of the full execution of the Agreement by OCA and Contractor (the “**Effective Date**”).

WHEREAS, OCA has a mission to provide resources and information for the efficient administration of the judicial branch of Texas, specifically to provide Texas courts with technology solutions for electronic filing;

WHEREAS, in 2012, OCA implemented an electronic filing system for Texas courts (“**eFileTexas**”);

WHEREAS, under the Strategic Plan for Fiscal Years 2017 – 2021, submitted to the Governor’s Office of Budget and Policy and the Legislative Budget Board, OCA was tasked to develop, implement, and promote automated systems to facilitate improved court efficiencies and to advance the establishment of technology standards throughout the Texas courts;

WHEREAS, the current contract for eFileTexas expires in August of 2022;

WHEREAS, OCA desires a state-wide cloud-based, electronic filing system, with components to include eFiling preparation and submission, eFiling review and acceptance, fee administration and calculation, forms assembly, redaction component, document access capability, process automation and orchestration, account administration, integration, reporting, solution administration, and records management system (collectively, “**eFileTexas 2.0**” as further described in the Statement(s) of Work attached hereto);

WHEREAS, eFileTexas 2.0 is intended for use by Texas appellate, district, county, municipal, probate, and justice courts, their clerks and other designated court staff (“**Courts**”) and by an unlimited number of Authorized Users;

WHEREAS, OCA desires to outsource the management of certain OCA information technology services described in the Statement(s) of Work attached hereto;

WHEREAS, OCA desires to engage the Contractor to provide best-in-class services in technology and information, drive increased innovation and improved capabilities at an efficient cost, and leverage technology to make end users more productive, efficient and effective;

WHEREAS, in accordance with the Laws of the State, OCA issued the “Request for Offer” on the Texas Comptroller of Public Accounts’ Electronic State Business Daily website, Request for Offer No. 212-20-0385 “Request for Offer for a Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly System” (the “**RFO**”);

WHEREAS, after evaluation of the responses to the RFO (each a “**Response**”), OCA determined, and Contractor demonstrated that, Contractor is capable of providing and completing the Services in a successful, on-time manner, within budget, and in the manner documented in this Agreement, as further described within the Statement of Work; and

WHEREAS, OCA desires to procure from Contractor, and Contractor desires to provide to OCA, on the terms and conditions of this Agreement, the Services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, OCA and Contractor (collectively, the “**Parties**” and each, a “**Party**”) hereby agree as follows:

## **1. INTRODUCTION**

### **1.1 Provision, Performance and Management by Contractor.**

OCA desires that certain Services presently provided, performed and managed by or for OCA shall be provided, performed and managed by Contractor as described in this Agreement. Contractor has carefully reviewed the terms of this Agreement and desires to provide, perform and manage such Services for OCA in accordance with the terms herein.

### **1.2 Contractor’s Experience and Qualifications.**

Contractor represents and warrants that it is an established provider of the Services as awarded under this Agreement and has the skills, qualifications, expertise, financial resources and experience necessary to provide the Services (including the plans, reports, and other deliverables) described in this Agreement in accordance with the terms herein.

### **1.3 Definitions.**

Capitalized terms used in this Agreement shall have the meanings set forth in **Exhibit 1**, unless otherwise defined in the context of the provision. Words having well-known technical or trade meanings, but not otherwise defined in this Agreement shall be accorded such meaning unless expressly defined otherwise herein.

### **1.4 Other Terms.**

- (a) **Construction.** The terms defined in this Agreement shall, where appropriate in the context so written, be deemed to apply to the plural as well as the singular of such terms. Unless otherwise expressly stated, the words “**herein**,” “**hereof**,” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Article,

Section, Subsection, Exhibit, Attachment or other subdivision. Article, Section, Subsection, Exhibit and Attachment references refer to the articles, sections and subsections of, and exhibits and attachments to, this Agreement. The words “**include**” and “**including**” shall not be construed as terms of limitation. Unless otherwise modified, the words “**day**,” “**month**,” and “**year**” mean, respectively, calendar day, calendar month and calendar year. The words “**notice**” and “**notification**” and their derivatives mean notice or notification in writing. All references to this Agreement shall include the Exhibits, Statement of Work, Accepted Change Requests, and any other Attachments to this Agreement unless otherwise provided.

- (b) **Requirement of Writing.** To the extent that Contractor is required under this Agreement to obtain OCA’s approval, consent, or agreement, such approval, consent, or agreement shall be in writing and must be signed by, or directly transmitted by electronic mail from, OCA Information Resources Manager, or its designee. Except as expressly set forth herein, OCA’s failure to respond to a requested approval, consent or agreement shall be construed as OCA’s rejection of same.

### **1.5 Compliance with Procurement Laws.**

This Agreement is the result of compliance with applicable procurement Laws of the State. OCA issued the RFO for the Services. Contractor provided the Response and after an evaluation and a determination by OCA that Contractor was invited into negotiations, OCA and Contractor engaged in extensive negotiations, discussions and due diligence that culminated in the formation of the contractual relationship described in this Agreement. OCA shall post a notice of award for an agreement arising from the RFO on the Electronic State Business Daily website.

## **2. ORDER OF PRECEDENCE**

Unless otherwise expressly stated in the Statement of Work, in the event of a conflict between or among the various documents comprising the Agreement, the following order of precedence shall control:

- (a) **Article 1** through **Article 20** of this Agreement;
- (b) **Exhibit 1**;
- (c) **Exhibit 2**;
- (d) **Exhibit 3**;
- (e) **Exhibit 4**; and
- (f) **Exhibit 5**.

### 3. TERM

#### 3.1 Term.

- (a) **Initial Term.** The term of this Agreement shall commence as of 12:00:00 a.m., Central Standard Time, on the Effective Date and continue until 11:59:59 p.m., Central Standard Time, August 31, 2027, unless this Agreement is terminated earlier as provided herein, in which case the term of this Agreement shall end at 11:59:59 p.m., Central Standard Time, on the effective date of such termination (the “**Initial Term**”). For avoidance of doubt, the hosting of SaaS Services shall commence as of 12:00:00 a.m., Central Standard Time, September 1, 2022 and continue until 11:59:59 p.m., Central Standard Time, August 31, 2027, unless this Agreement is terminated earlier as provided herein, in which case the hosting term of this Agreement shall end at 11:59:59 p.m., Central Standard Time, on the termination date.
- (b) **Extension.** OCA may, upon Contractor’s written consent, at any time prior to the expiration of the Initial Term, extend the Initial Term (in one or more extension periods) for up to five additional years (each extension period, a “**Renewal Term**”). The Initial Term and any Renewal Term shall constitute the “**Term**”.

### 4. SERVICES

#### 4.1 Implementation Services.

- (a) **Implementation.** Commencing as of the Effective Date, Contractor shall perform the Implementation Services in accordance with the Statement of Work; the initial Accepted Statement of Work is attached hereto as **Exhibit 2** and may be amended, modified, or supplemented in writing by the Contractor Project Manager and the OCA Project Manager, and in accordance with **Section 20.7**. OCA shall not incur any charges, fees or expenses payable to Contractor or any third party engaged by Contractor in connection with the execution of the Implementation Services.
- (b) **Project Schedule.** Upon OCA’s Acceptance, the Baseline Schedule as set forth in the Statement of Work shall automatically be incorporated into this Agreement and shall supersede and replace all prior Baseline Schedules. The Baseline Schedule may thereafter be amended as mutually agreed by the Parties in writing.
- (c) **Performance.** Contractor shall perform the Implementation Services in accordance with the Statement of Work. Contractor shall perform the Implementation Services in a manner that shall not, to the extent possible utilizing industry standard methods and practices, materially (i) disrupt or have an adverse impact on the activities or operations of Authorized Users, (ii) degrade the services then being received by Authorized Users, or

- (iii) disrupt or interfere with the ability of Authorized Users to obtain the full benefit of the Implementation Services.
- (d) **Notification by Contractor Project Manager.** Upon receiving any information indicating that Contractor may not be able to perform its responsibilities or obligations under the Statement of Work or any other Problem arises or is likely to arise in connection with the Implementation Services, Contractor shall promptly (but not more than two (2) Business Days) notify OCA in writing and, unless otherwise requested by OCA, prepare a Corrective Action Plan in accordance with **Section 5.3(b)**.
- (e) **Failure to Perform.**
- (i) The Implementation Services and the activities and Deliverables associated therewith shall not be deemed to be complete until OCA's Acceptance thereof, such acceptance not to be unreasonably withheld.
- (ii) In the event that Contractor has failed to perform any Implementation Services in accordance with the Statement of Work (an "**Implementation Failure Event**"), then, in addition to any other remedies OCA may have at law or under this Agreement, if requested by OCA, the Contractor Project Manager shall promptly (but not more than one (1) Business Day from OCA's request) meet with the OCA Information Resources Manager, or its designee, to attempt to resolve the Implementation Failure Event. If the Contractor Project Manager and OCA Information Resources Manager, or its designee, are unable to resolve the Implementation Failure Event to the satisfaction of OCA within five (5) Business Days following such request by OCA, then the Parties shall resolve the Implementation Failure Event in compliance with **Article 18**.
- (f) **Suspension or Delay of Implementation Services.** Upon written notice to Contractor, OCA may, in its sole discretion, suspend or delay the performance of the Implementation Services. OCA shall reimburse Contractor for any actual third-party out-of-pocket costs incurred in connection with any such suspension or delay. OCA shall work in good faith with Contractor to minimize the period of any such suspension or delay. In the event of such delay, Contractor's time for performance of all applicable Implementation Services in the project schedule shall be extended for a time period no less than the delay caused by OCA.

#### **4.2 Production Services.**

- (a) **General.** Commencing on the Commencement Date, Contractor shall provide the Production Services to OCA, and, upon OCA's request, to Authorized Users, in accordance with this Agreement, the Statement of

Work, and the Service Level Agreement attached hereto as **Exhibit 3**. The Statement of Work and the Service Level Agreement may be amended, modified, or supplemented in writing by the Contractor Program Manager and the OCA Information Resources Manager or other designee, and in accordance with **Section 20.7**.

- (b) **Included Services.** The following are deemed to be included in the Production Services: (i) services, functions, responsibilities and tasks that are reasonably required for the proper performance and provision of the expressly described Services; (ii) communication and coordination of efforts by and among Contractor Personnel as required to perform such Services and any related functions, responsibilities and tasks pursuant to the Statement of Work; and (iii) the related services, functions and responsibilities that were routinely performed during the six (6) months preceding the Effective Date by Contractor or former contractor who were displaced or whose functions were displaced as a result of this Agreement.
- (c) **Required Resources.** Contractor shall possess requisite technical knowledge, expertise, and other resources necessary to provide the Production Services.
- (d) **Notification by Contractor Program Manager.** Upon receiving any information indicating that Contractor may not be able to perform its responsibilities or obligations under the Production Services, or any other Problem arises or is likely to arise in connection with the Production Services, Contractor Program Manager shall provide prompt notice (but not more than two Business Days following receipt of such information) to OCA of any such Problem.

#### **4.3 Termination Assistance Services.**

- (a) **General.** Upon OCA's request following an Assistance Event, Contractor shall provide Termination Assistance Services directly to OCA, its successors or assigns and any of their designee(s).
  - (i) **Period of Provision.** Contractor shall provide Termination Assistance Services commencing on the date that OCA determines there shall be an Assistance Event and continuing for up to twelve (12) months after the effective date of such Assistance Event, as designated by OCA, subject to further extensions as permitted by **Section 4.3(a)(iii)**. For avoidance of doubt, Termination Assistance Services performed by Contractor (A) during the Term of this Agreement shall be performed without any additional Charges, except as set forth in **Section 4.3(d)**; (B) after the Term of this Agreement shall be performed with Charges as set forth in **Exhibit 4**.

- (ii) **Notice of an Assistance Event.** OCA shall provide Contractor with written notice of an Assistance Event. Such notice shall include a description of the Services that are to be terminated or discontinued, and the anticipated effective date of the Assistance Event. OCA may modify or update any of the information provided in the initial notice of an Assistance Event from time to time by a supplemental notice from OCA to Contractor.
  - (iii) **Extension of Services.** OCA may, at any time upon ten (10) Business Days' written notice to Contractor, elect to (i) suspend the period of performance of any Termination Assistance Services (in whole or in part) and, upon fifteen (15) Business Days' written notice to Contractor, restart the period for performance of any Termination Assistance Services, or (ii) extend the period for performance of the Termination Assistance Services (in whole or in part); provided that the total of all such delays or extensions shall not cause Contractor to provide the Termination Assistance Services for more than twenty-four (24) months.
  - (iv) **Firm Commitment.** Contractor shall provide Termination Assistance Services regardless of the reason for the Assistance Event.
  - (v) **Performance.** Contractor shall perform Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as the accepted industry standards of first tier providers of services that are the same as or similar to the Services. If any period for performing any Termination Assistance Services extends beyond the expiration or the effective date of any termination of this Agreement, the provisions of this Agreement shall remain in full effect for the duration of such period.
- (b) **Scope.** As part of the Termination Assistance Services, Contractor shall timely transfer the control and responsibility for Services previously performed by or for Contractor to OCA and/or its designee(s), and upon OCA's request, shall provide any and all information and reasonable assistance requested by OCA including (i) the Services required to continue without interruption or adverse effect, or (ii) the orderly transfer of the Services (or replacement or supplemental services) to OCA and/or its designee(s).
- (c) **General Support.** As part of the Termination Assistance Services, Contractor shall (i) within thirty (30) days from receipt of notice of an Assistance Event, develop and provide OCA and/or its designee(s) with a written plan for the migration of the Services to OCA and/or its designee(s), which plan shall include capacity planning, process planning, facilities planning, human resources planning, technology planning,

telecommunications planning and other planning necessary to effect the transition (“**Termination Assistance Plan**”), (ii) upon OCA’s Acceptance of the applicable Termination Assistance Plan, perform all Services necessary to implement the Termination Assistance Plan, (iii) analyze and report on the space required for e-Filing Data and the Software needed to provide the Services, (iv) assist in the execution of a parallel operation, data migration and testing process until the successful completion of the transition to OCA and/or its designee(s), (v) create and provide copies of e-Filing Data in the format and on the media reasonably requested by OCA and/or its designee(s), and (vi) provide other technical and process assistance, documentation and information as requested by OCA and/or its designee(s).

- (d) **Rates and Charges.** Except as provided in this **Section 4.3(d)**, Contractor shall provide all Termination Assistance Services at the charges set forth in the Pricing and Financial Provisions contained in **Exhibit 4**. To the extent OCA requests that Contractor perform only a portion (but not all) of the Services included in a particular Charge, the amount to be paid by OCA shall be equitably adjusted downward in proportion to the portion of the Services that Contractor shall not be providing.
- (e) **Resources.** Contractor shall maintain capability at all times during the Term to, on at least thirty (30) days’ notice, deploy all necessary resources to perform any Termination Assistance Services.
- (f) **Information.** Upon receipt of written request by OCA following the occurrence of any breach by Contractor under this Agreement or in the event that OCA elects to evaluate re-procurement of all or any portions of Services, Contractor shall promptly (but not less than ten (10) Business Days following receipt of such request) deliver to OCA reports, data and information that OCA deems necessary, including all reports, data and information specified in **Section 5.3**. For the avoidance of doubt, Contractor shall deliver all such reports, data and information regardless of whether OCA has provided notice of or otherwise declared an Assistance Event.

#### **4.4 Change Request.**

If OCA requests that Contractor perform any New Services within the scope of the RFO that are reasonably related to the Services or other services generally provided by Contractor, Contractor shall promptly prepare a Change Request for OCA’s consideration in accordance with the change process outlined in the Integrated Change Management Plan developed pursuant to the Statement of Work. Although OCA will pay for agreed upon additional Charges related to a Change Request, OCA will not pay for the preparation of a Change Request.

#### **4.5 Acceptance.**

**Deliverables.** OCA shall determine, in its reasonable judgment, pursuant to the provisions of the Statement of Work, when a Deliverable shall be Accepted. Unless otherwise requested by OCA, each Deliverable shall be provided by Contractor and subject to OCA's "Acceptance" pursuant to the Statement of Work

#### **4.6 Knowledge Transfer.**

During the period when Contractor provides the Termination Assistance Services or at any time during the Term, Contractor shall use its best efforts to communicate and transfer the practical skill, knowledge and expertise to OCA and any new contractor who will be providing the Services after the Term in relation to the delivery of the Services, including the knowledge necessary for OCA or the new contractor to perform the Services. Contractor shall accomplish such knowledge transfer, as appropriate, by providing interviews to OCA or the new contractor as well as providing information, records and documents related to the provision of the Services. The information to be provided to affect the obligations of such knowledge transfer includes (i) copies of procedures and operations manuals, (ii) relevant system, software and/or hardware information, to include internet bandwidth, storage capacity requirements, ECF/API specifications and minimum client-hardware/software requirements, (iii) information regarding work in progress and associated unresolved faults in progress, and (iv) any other information relevant to such knowledge transfer. Contractor shall immediately (within one (1) Business Day) notify OCA of any lack of cooperation on the part of any third party that impedes or hinders Contractor's efforts to comply with this obligation. For avoidance of doubt, nothing in this provision requires Contractor to disclose its Confidential Information.

### **5. PERFORMANCE STANDARDS**

#### **5.1 Performance and Service Levels.**

Contractor will perform the Services under the Statement of Work in accordance with the applicable Service Level Requirements along with calculation methodologies and other detailed terms as detailed in the Statement of Work, the Deliverable Expectation Document, or the Service Level Agreement, as the case may be. As required under the applicable Statement of Work or Service Level Agreement, Contractor shall provide OCA with detailed Reports on Contractor's compliance with the Statement of Work and the Service Level Agreement. In addition, any changes to the Statement of Work or the Service Levels are subject to OCA's prior written approval. In the absence of any modifications, the performance targets, Service Level Requirements, and measurement intervals in the Service Level Agreement shall apply to all Contract Years. Nothing in this **Section 5.1** shall be deemed to supersede the Service Levels set forth in the Service Level Agreement.

## 5.2 Service Level Reimbursements.

Contractor recognizes that OCA is paying Contractor to deliver the Services at specified Service Levels in the manner set forth in the Service Level Agreement. If Contractor fails to meet such Service Levels, then Contractor shall pay to OCA the relevant Service Level Reimbursements in recognition of the diminished value of the Services resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Reimbursements be construed as OCA's sole or exclusive remedy for any failure to meet the Service Levels; provided, however, that any dispute relating thereto must be submitted to the Dispute Resolution process outlined in Section 18 of this Agreement.

## 5.3 Service Problem Analysis.

- (a) **Notification of Problems.** If Contractor becomes aware of any Problem, then Contractor will immediately inform OCA in writing of such situation and promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such situation) provide OCA with a reasonably detailed description of such acts, omissions, failures or other events and the impact or expected impact, and Contractor Program Manager and OCA will meet to formulate and implement an action plan to minimize or eliminate the impact of such situation.
- (b) **Corrective Action Plan.** In the event that either (i) OCA reasonably determines that a Problem has occurred or a Problem reasonably likely could occur or (ii) Contractor has determined that a Problem has occurred or a Problem reasonably likely could occur, then OCA or Contractor, as applicable, shall promptly (but not more than two (2) days from the time in which such Party first becomes aware of any such situation) notify the other Party of such failure or anticipated failure (a "**CAP Notice**"). Concurrently with delivery or receipt of such CAP Notice, as applicable, Contractor shall (A)(1) immediately take steps to mitigate any harmful effects of such failure within its control, (2) upon OCA's approval, correct the problem as soon as practicable, (3) continuously, and when requested by OCA, advise OCA of the progress and status of remedial efforts being undertaken with respect to such problem, and (4) demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the immediate failure; (B) promptly upon resolution of the Problem (and in any event, within five (5) days after resolution of the Problem) perform a Root Cause Analysis (to include the following: date, time, description of the problem, who is impacted and the duration of the impact, cause of the problem, actions taken to correct the problem, and any changes to processes or systems to prevent reoccurrence of the problem); (C) report to OCA on the nature and scope of the problems identified, and (D) prepare a Corrective Action Plan to correct the source of the problems and take all actions necessary to prevent their recurrence, including providing all additional resources necessary to resolve such

failure. Following delivery of a Corrective Action Plan and Acceptance of such Corrective Action Plan by OCA, Contractor shall, within the timeline set forth in the Corrective Action Plan, (x) promptly correct the source of the problems in accordance with the Corrective Action Plan, (y) advise OCA of the progress of correction efforts at stages determined by OCA, and (z) demonstrate to OCA that all reasonable action has been taken to prevent a recurrence of the failure.

## **6. CONTRACTOR PERSONNEL**

### **6.1 Contractor Project Manager.**

Contractor shall designate a Contractor Project Manager. Except if consent is provided by OCA, which consent will not be unreasonably withheld, the Contractor Project Manager shall (i) be a full-time employee of Contractor, (ii) remain in this position until Contractor completes the Implementation Services in accordance with the Statement of Work (except as the result of voluntary resignation or involuntary termination for cause, illness, disability, or death, or other leave of absence protected by applicable Law (e.g., the Family and Medical Leave Act)), (iii) serve as the single point of accountability for the Implementation Services, (iv) be the single point of contact to whom all OCA communications concerning the Implementation Services and the Statement of Work may be addressed, (v) have authority to act on behalf of Contractor in all day-to-day matters pertaining to the Implementation Services and the Statement of Work, and (vi) have day-to-day responsibility for ensuring timely delivery of all Deliverables and performance of the Implementation Services in accordance with the Statement of Work. Following designation of a Contractor Project Manager, in the event that OCA is dissatisfied with the performance of a designated Contractor Project Manager, Contractor shall promptly meet with OCA's Information Resource Manager and, upon Information Resource Manager's consent, replace such Contractor Project Manager.

### **6.2 Contractor Program Manager.**

Contractor shall designate a Contractor Program Manager. The Contractor Program Manager shall (a) be a full-time employee of Contractor, (b) devote sufficient effort to manage the Services, (c) remain in this position for a minimum period of one (1) year from the Commencement Date (except as a result of voluntary resignation or involuntary termination for cause, death or disability, or other leave of absence protected by applicable Law (e.g., the Family and Medical Leave Act)), (d) serve as the single point of accountability for the Services, (e) be the single point of contact to whom all communications from OCA concerning this Agreement or the Services may be addressed, (f) have authority to act on behalf of Contractor in all day-to-day matters pertaining to this Agreement, (g) have day-to-day responsibility for service delivery, billing and relationship management, and (h) have day-to-day responsibility for ensuring customer satisfaction and attainment of all Service Levels. Following designation of a Contractor Program Manager, in the event that OCA is dissatisfied with the performance of a

designated Contractor Program Manager, Contractor shall promptly meet with OCA's Information Resource Manager and, upon Information Resource Manager's consent, replace such Contractor Program Manager.

### **6.3 Contractor Personnel Are Not State or OCA Employees.**

The Parties intend to create an independent contractor relationship and nothing in this Agreement shall operate and be construed as making the State and OCA, on the one hand, and Contractor, on the other hand, partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate of, or contractor or subcontractor retained by, Contractor to perform Services hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the State or OCA for any purpose. Contractor, and not the State or OCA, has the right, power, authority and duty to supervise and direct the activities of the Contractor Personnel and to compensate such Contractor Personnel for any Services performed by them hereunder. Except as expressly provided in this Agreement, neither Contractor nor any of Contractor's employees, agents or Subcontractors may act in any sense as agents or representatives of OCA or the State.

### **6.4 Responsibility for Contractor Personnel.**

- (a) Contractor Personnel and Subcontractors shall be paid exclusively by Contractor for all Services performed. Contractor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or federal law, including minimum wage, social security, unemployment insurance, State and federal Income Tax and workers' compensation obligations.
- (b) OCA's liability to the Contractor Personnel, if any, shall be governed by Chapter 101, Texas Civil Practice & Remedies Code.
- (c) Contractor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontracts (including claims of discrimination against Contractor, its officers, or its agents or its Subcontractors) is the sole responsibility of Contractor and is not the responsibility of OCA. Contractor agrees that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Contractor (including claims of discrimination against Contractor, its officers, its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from OCA (including tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).
- (d) Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common-law

employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard workers' compensation insurance coverage. Contractor shall comply with all federal and State tax Laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements.

## **6.5 Qualifications of Contractor Personnel.**

### **(a) Contractor Personnel Verification.**

- (i) Contractor shall be responsible for verifying that all Contractor Personnel (A) are authorized to work in any location in which they are assigned to perform Services, (B) meet the criteria for Contractor Personnel under this Agreement, and (C) have not been convicted of or accepted responsibility for a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs and are not otherwise disqualified from performing their assigned Services under applicable Laws. Contractor shall maintain, in a reasonably accessible location and format, the documentation reasonably necessary to verify the foregoing, as well as a resume and such other information about the individual as may be reasonably requested by OCA, and shall make such documentation available to OCA or OCA Auditors upon request.
- (ii) Contractor agrees to utilize and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (A) all persons employed to perform duties within Texas during the Term of the Agreement; and (B) all persons, including Subcontractors, assigned by Contractor to perform work pursuant to the Agreement within the United States of America. Contractor shall require its Subcontractors to comply with the requirements of this Section. Nothing herein is intended to exclude compliance by Contractor and its Subcontractors with all other applicable federal immigration statutes and regulations promulgated pursuant thereto.

- (b) **Background and/or Criminal History Investigations.** Prior to the date any Contractor Personnel are assigned to OCA's account, Contractor shall conduct and deliver electronically to OCA, via a secure electronic method, at Contractor's expense, proof that Contractor Personnel passed a background check in accordance with Criminal Justice Information Services requirements ("CJIS"). Contractor will exercise reasonable care and diligence to ensure that Contractor does not assign individuals to the Contractor Personnel who are not legally authorized to work in the U.S. or who, based on the results of any background checks, or criminal history

investigations, may present a threat to the safety or security of any person or any e-Filing Data, facilities, operations, or assets.

#### **6.6 Removal of Contactor Personnel.**

Contractor shall immediately remove (or cause to be removed) any Contractor Personnel known to be or reasonably suspected of engaging in activities that may present a threat to the safety or security of any person or any e-Filing Data, facilities, operations, or assets or upon OCA's request to remove such Contractor Personnel. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation.

#### **6.7 Union Agreements.**

Contractor shall provide OCA not less than ninety (90) days' notice of the expiration of any collective bargaining agreement with unionized Contractor Personnel if the expiration of such agreement or any resulting labor dispute could potentially interfere with or disrupt or impact the activities or operations of OCA or Contractor's ability to timely perform the Services in accordance with this Agreement.

### **7. CONTRACTOR RESPONSIBILITIES**

#### **7.1 Reports, Data Correction, Re-Performance.**

- (a) **Reports.** In addition to any other reports required by this Agreement, Contractor shall provide OCA with (i) those reports described and required to be provided in the Statement of Work, (ii) those reports described and required to be provided in the Service Level Agreement, and (iii) such additional reports as OCA may reasonably identify from time to time to be generated and delivered by Contractor on an ad hoc or periodic basis and which Contractor agrees to provide (all such reports, the "**Reports**").
- (b) **Correction of Errors.** Contractor shall promptly, but not more than five (5) days from the time in which Contractor first becomes aware of any errors or inaccuracies with respect to the Reports, correct any such errors or inaccuracies as part of the Services and at no additional cost to OCA, or provide OCA with an alternative report.
- (c) **System Documentation.** Upon at least fifteen (15) Business Days' notice from OCA (but no more than twice in a Contract Year), Contractor will meet with representatives of OCA and any of its designees to (i) explain how the Services are provided, and (ii) provide such training and documentation as OCA may require for OCA to (A) provide services that interact with or interface with the Services, and (B) understand and operate the Software. Upon OCA's request from time to time, Contractor will deliver to OCA a full description of the processes, tools and environmental configuration related to the Services.

## 7.2 Meetings.

During the Term and in addition to any meetings provided for in the Statement of Work, representatives of the Parties shall, in addition to attending quarterly meetings of the Judicial Committee on Information Technology, meet periodically as requested by OCA to discuss matters arising under this Agreement. Such meetings may include meetings with OCA, Contractor and former contractors. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings.

## 7.3 Internal Controls.

- (a) **General.** Contractor shall develop and implement Quality Assurance and to the extent applicable any customized Service-specific internal control (e.g., financial and accounting controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) processes and procedures, including implementing tools and methodologies, to perform the Services in an accurate and timely manner (and confirm that they are so performed and accounted for) in accordance with (i) the Service Levels and other requirements of this Agreement, (ii) generally accepted accounting principles (applied in accordance with generally accepted auditing standards), (iii) accepted industry standards of first tier providers of services that are the same as or similar to the Services, (iv) the Laws applicable to OCA (without limiting the obligations of the Parties under **Section 14.10**), and (v) the industry standards, described in **Section 7.3(l)**, applicable to OCA and the performance of the Services. Such processes, procedures and controls shall include verification, checkpoint reviews, testing, acceptance and other procedures for OCA to assure the quality and timeliness of Contractor's performance. Without limiting the generality of the foregoing, Contractor shall:
- (b) Maintain a strong control environment in day-to-day operations to assure that the following fundamental control objectives are met: (A) financial, billing and operational information is valid, timely, complete and accurate; (B) operations are performed efficiently and achieve effective results, consistent with the requirements of this Agreement; (C) assets and data are safeguarded in accordance with Contractor's internal (and in all events reasonable) practices (but without expanding Contractor's obligations under **Section 12.2(b)**); and (D) actions and decisions of Contractor are in compliance with Laws (without limiting the obligation of the Parties under **Section 14.10**) and the terms of this Agreement;
- (c) Build the following basic control activities into work processes: (A) accountability clearly defined and understood; (B) access properly controlled; (C) adequate supervision; (D) financial transactions properly authorized; (E) financial transactions properly recorded; (F) financial

transactions recorded in proper accounting period; (G) policies, procedures and responsibilities documented; (H) adequate training and education of Contractor Personnel; and (I) adequate separation of duties among the Parties;

- (d) Develop and execute a process to perform (and confirm performance of) periodic control self-assessments with respect to all Services (such self-assessments to be performed at least annually unless and until OCA approves less frequent self-assessments) and provide the results of such self-assessments to OCA upon request;
- (e) Maintain an internal audit function set forth in the change management plan developed as part of the Statement of Work to sufficiently monitor the processes, internal controls and Systems used to provide the Services in accordance with the Service Level Requirements (i.e. perform audits, track control measures, communicate status to management, drive corrective action, etc.);
- (f) Provide copies and complete and accurate summaries of any internal audit reports related to the Services to OCA, provided, however, that Contractor will not be required to share any reports or summaries relating to internal security audits;
- (g) Conduct investigations of suspected fraudulent activities within Contractor's organization. Contractor shall promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such situation) notify OCA of any such suspected fraudulent activity and provide OCA with a reasonable summary of the results of any such investigation as they relate to OCA and such supplemental materials as OCA may reasonably request. At Contractor's request, OCA shall provide reasonable assistance to Contractor in connection with any such investigation;
- (h) Maintain disaster avoidance procedures designed to safeguard e-Filing Data and OCA's other Confidential Information. The force majeure provision shall not limit Contractor's obligation under this subsection;
- (i) Utilize a high-availability fail-over system at a data center facility in the United States that is geographically remote from the primary system on which the Services are hosted (the "**Secondary Backup Facility**"). Except for its location and housing facility, the fail-over system shall (A) be, from the Authorized User's perspective, identical in all respects to the primary system, (B) have hardware and software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the primary system, (C) have current e-Filing Data stored on the primary system, and (D) have the ability to provide the Services during the performance of routine and remedial maintenance or any outage or failure of the primary system. Contractor shall operate,

monitor and maintain such fail-over system so that it may be activated within two (2) hours or less of any failure of the Services to be Available;

- (j) Conduct contemporaneous backups of e-Filing Data and perform or cause to be performed other periodic backups of e-Filing Data and store such backup of e-Filing Data offline, disconnected or air-gapped and at the Secondary Backup Facility. On written notice from OCA, Contractor shall provide OCA with a copy of the backed-up e-Filing Data in such machine-readable format utilized by Contractor. No backup of e-Filing Data shall be counted in allotting or calculating any data storage actually used or permitted to be used by OCA or any associated payment or fee; and
- (k) In accordance with Texas Administrative Code (TAC) Title 13, Part 1, Chapter 6, Subchapter C, §6.94(a)(9) and the Statement of Work, provide to OCA the descriptions of its Disaster Recovery Plan. Contractor shall maintain the Disaster Recovery Plan for the Services and implement such Disaster Recovery Plan in the event of any unplanned interruption of the Services. Contractor shall actively test, review, and update the Disaster Recovery Plan at least on an annual basis using industry best practices, and provide OCA with copies of all reports and summaries resulting from any testing of or pursuant to the Disaster Recovery Plan within ten (10) Business Days after Contractor's receipt or preparation thereof. Contractor shall provide OCA with copies of all such updates to the Disaster Recovery Plan within ten (10) Business Days of its adoption. If Contractor fails to reinstate the Services within the period of time set forth in the Disaster Recovery Plan, OCA may pursue any remedies available hereunder.
- (l) **Industry Standards, Certifications and Compliance.** Contractor shall comply with industry standards and certifications applicable to the Services, including CJIS.

#### **7.4 Change Control.**

- (a) **Prohibition on Unauthorized Changes.** Contractor shall not, without OCA's prior written approval, make any change that may (i) increase OCA's total cost of receiving the Services; (ii) require material changes to, or have an adverse impact on, any of OCA's or Integration Partners' operations, facilities, processes, systems, software, utilities, tools or equipment; (iii) require OCA or any Authorized User to install, at its cost or expense, a new version, release, upgrade of or replacement for any Software or Equipment or to modify any Software or Equipment; (iv) have an adverse impact on the Integration Partners' functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on OCA's or Integration Partners' environment (including its flexibility to deal with future changes, interoperability and its stability); (vi) introduce new technology to (A) Integration Partners' environment or operations or (B) Contractor's environment, to the extent

that such introduction has or may have an adverse impact on OCA's or any Integration Partner's environment; (vii) increase the risk of Contractor not being able to provide the Services in accordance with this Agreement; or (viii) violate or be inconsistent with OCA Standards or applicable Laws. If Contractor desires to make such a change, it shall provide to OCA a written risk assessment and mitigation plan.

- (b) **Financial Responsibility for Changes.** Unless otherwise set forth in this Agreement or otherwise expressly approved by OCA in writing, Contractor shall bear all charges, fees and costs associated with any change desired by Contractor, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted process or associated Materials, Equipment, System or Services, and (iii) any increase in the cost to OCA or to Authorized Users of operating, maintaining or supporting any impacted process or associated Materials, Equipment, System or Services.
- (c) **Scheduled Downtime.** Unless the Parties agree otherwise, Contractor shall notify OCA at least seven (7) days in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages shall be in accordance with the Infrastructure Services Plan (as set forth in the Statement of Work). Contractor may request OCA's approval for extensions of the Scheduled Downtime, which approval may be granted in OCA's sole discretion.
- (d) **Implementation of Changes.** Contractor shall schedule and implement all changes made in accordance with this **Section 7.4** so as not to materially (i) disrupt or adversely impact the operations of OCA, (ii) degrade the Services or any other services then being received by OCA, or (iii) interfere with OCA's ability to obtain the full benefit of the Services or any other services then being received by OCA.

## **7.5 Subcontractors.**

- (a) **Use of Subcontractors.** Except for the cloud service provider utilized by Contractor, Contractor shall not subcontract any of its responsibilities under this Agreement without OCA's prior written approval, which may be withheld in OCA's sole discretion. Prior to entering into a subcontract with a third party for the Services, Contractor shall (i) deliver to OCA a copy of the proposed subcontract or, at OCA's reasonable discretion, a detailed description of scope and material terms of the proposed subcontract (other than charges thereunder, except to the extent such charges are the basis on which Charges are based), (ii) give OCA reasonable notice of the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor

and the reasons for subcontracting the work in question, and (iii) obtain OCA's prior written approval of such Subcontractor.

- (b) **Right to Revoke Approval.** OCA may revoke its prior approval of a Subcontractor and direct Contractor to replace any Subcontractor in accordance with this **Section 7.5(b)** at no additional cost to OCA, if (i) Contractor fails to obtain the rights set forth in **Section 7.5(c)** with respect to such Subcontractor, or (ii) in OCA's discretion, there are other reasonable grounds for removal. Contractor shall, as soon as possible, remove and replace such Subcontractor. Contractor shall continue to perform its obligations under this Agreement, notwithstanding the removal of a Subcontractor. OCA shall have no responsibility for any termination charges or cancellation fees that Contractor may be obligated to pay to a Subcontractor as a result of the removal of such Subcontractor at OCA's request or the withdrawal or cancellation of the Services then performed by such Subcontractor as permitted under this Agreement.
- (c) **Contractor Responsibility.** Notwithstanding anything in this Agreement to the contrary, Contractor shall be and remain responsible and liable for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Contractor under this Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor Personnel. Without limiting the foregoing, Contractor warrants and covenants that in no event shall any provision of this Agreement, or any right or benefit of OCA provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, Charge or expense, including taxes) as a consequence of the performance of any Services by or through Subcontractors.
- (d) **Historically Underutilized Businesses.** Within ten (10) days of the Effective Date, Contractor shall provide OCA a copy of the notification provided by Contractor to all selected subcontractors identified in Contractor's approved Historically Underutilized Business (HUB) Subcontracting Plan (HSP) as set forth in **Exhibit 5**. Within thirty (30) days of the Effective Date, Contractor shall meet with the OCA HUB Coordinator to discuss Contractor's HSP reporting requirements. During the Term, Contractor shall (i) maintain business records documenting compliance with the HSP, (ii) submit monthly HSP progress reports to the OCA HUB Coordinator, and (iii) report the amounts paid to all HUB subcontractors on the Texas Comptroller of Public Accounts' form located at: <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>. In the event the Parties agree to amend the Statement of Work, OCA will reevaluate the Statement of Work to determine the probability of additional subcontracting opportunities. Prior to making any changes to the HSP, Contractor must obtain prior written approval from the OCA HUB Coordinator. Proposed changes or subsequent

subcontracting must comply with the good faith effort requirements relating to the development and submission of an HSP.

## **7.6 Technology Evolution.**

Contractor will cause the Services, Software and other assets used to deliver the Services to evolve and be modified, enhanced, supplemented and replaced as necessary for the Services, Software and other assets used to deliver the Services to keep current with a level of technology that is (i) compliant with all Laws applicable to Contractor in the performance of the Services; and (ii) in general use and support by any and all third party software manufacturers used by Contractor to provide Services hereunder.

## **8. SAVINGS CLAUSE**

Contractor's failure to timely or otherwise perform its responsibilities under this Agreement shall be excused if, and only to the extent that, such Contractor non-performance or untimely performance is caused by (i) the wrongful or tortious actions or omissions of OCA, or (ii) the failure of OCA to perform its obligations under this Agreement.

## **9. AUDITS AND BENCHMARKING**

### **9.1 Audit Rights.**

- (a) **Contract Records.** Contractor shall maintain complete and accurate contract records of, and supporting documentation for, all Charges, all e-Filing Data and all transactions, authorizations, changes, implementations, soft document accesses, work papers, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by Contractor in the performance of its obligations under this Agreement ("**Contract Records**"). Contractor shall maintain such Contract Records in accordance with applicable Laws and the terms of this Agreement. Contractor shall retain Contract Records in a reasonably accessible format during the Term and thereafter for a period of seven (7) years after the termination of the Contract or the resolution of all billing questions, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last (the "**Audit Period**").
- (b) **Financial Audits.** During the Audit Period and upon reasonable notice to Contractor, Contractor shall provide to OCA (and to any internal and external auditors, inspectors, regulators and other representatives that OCA may designate from time to time, including customers, vendors, licensees and other third parties to the extent OCA is legally or contractually obligated to submit to audits by such Entities), DIR, the State Comptroller Claims Division and the State Auditor's Office and any successor governmental authorities (collectively, "**OCA Auditors**") access at reasonable hours to

Contractor Personnel, the Contractor Sites at or from which Services are then being provided, and Contract Records that directly relate to all financial-related transactions that occur under this Agreement; provided, however, that any such OCA Auditors agree to protect Contractor's Confidential Information subject to applicable public information Laws. Such access shall be provided for the purposes of performing audits, evaluations, and inspections to verify the accuracy of all financial-related transactions that occur under this Agreement. Contractor shall, in an expeditious manner to facilitate the timely completion of such audit, (A) provide any assistance reasonably requested by any OCA Auditors in conducting any such audit, and (B) make reasonably requested Contractor Personnel, records and information available to OCA Auditors. If an audit reveals a material breach of this Agreement, Contractor and OCA shall resolve such dispute in accordance with the Dispute Resolution provision set forth in **Section 18** of this Agreement.

- (c) **Cybersecurity Audits.** At least once per Contract Year, Contractor shall conduct an audit of its SaaS Services, in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18, Type 2. Contractor has attained, and will maintain, Type II SSAE compliance, or its equivalent, during the Term of this Agreement. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Contractor will provide OCA with a summary of the SSAE-18 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which OCA makes a written request, Contractor will provide that same information.

Contractor conducts annual penetration testing of either the production network and/or web application to be performed. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor will provide OCA with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to OCA's database(s) is detected as a result of Contractor's security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at OCA's written request. OCA may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to Contractor's Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor's network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor's IT Security Officer.

- (d) **PCI DSS Compliance.** Contractor is responsible for the security of cardholder data that Contractor possesses, including functions relating to storing, processing, and transmitting of the cardholder data. Contractor affirms that, as of the Effective Date, Contractor complies with applicable

requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS. Contractor agrees to supply the current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in such status, Contractor will comply with applicable notice requirements.

- (e) **Audits by Governmental Authorities.** Notwithstanding any other provision of this Agreement, Contractor authorizes the OCA Auditors to perform any audits required by applicable Laws
- (f) **General Procedures.**
  - (i) Except for the cloud service provider, Contractor shall obtain audit rights equivalent to those specified in this **Section 9.1** from all Subcontractors (and in all events shall obtain such audit rights from all Subcontractors as required under the Texas Government Code or other applicable Law), and shall cause such rights to extend to OCA Auditors.
  - (ii) In performing audits, OCA Auditors shall endeavor to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with the Service Levels.
  - (iii) OCA Auditors shall be given adequate private workspace in which to perform an audit, including access to photocopiers, telephones, Internet connectivity, facsimile machines, computer hook-ups and any other facilities or equipment needed for the performance of the audit.
  - (iv) As requested by OCA, Contractor shall provide OCA Auditors access to on-line view and notification components of any measurement and monitoring tools used by Contractor in connection with its delivery of the Services.
  - (v) Contractor recognizes that OCA must comply with applicable Laws respecting procurement of services in connection with any engagement of an audit firm or other consultant for conducting the audits contemplated in this **Section 9.1**. To the extent permissible under such Laws and the reasonable practice of OCA, OCA shall consult with Contractor respecting the audit firm or other consultant and appropriate criteria related thereto (including general terms of engagement) in making its selection; provided, however, that OCA reserves the right to determine, in its sole discretion, the appropriate audit firm or consultant to be engaged and the arrangement for such

engagement. Any OCA Auditor engaged by OCA to conduct an audit pursuant to **Section 9.1(b)** shall (A) be independent, (B) have in OCA's reasonable judgment, verifiable, demonstrated experience in conducting such audits, and (C) execute a non-disclosure agreement.

- (vi) OCA shall provide Contractor with notice at least five (5) Business Days prior to any financial audit by an OCA Auditor; provided that no such notice shall be required with respect to audits conducted pursuant to **Section 9.1(b)** or to the extent limited due to extenuating circumstances. Notwithstanding the foregoing, to the extent OCA has advance notice of an audit to be conducted pursuant to **Section 9.1(b)**, OCA shall provide reasonable notice of such audit to Contractor.
- (g) **Contractor Response.** In the event OCA would like to discuss the results of any audit conducted pursuant to this **Section 9.1**, Contractor will meet with OCA within ten (10) days of OCA's written request.
- (h) **Contractor Response to External Audits.** If an audit by a governmental body, standards organization or regulatory authority having jurisdiction over OCA or Contractor results in a finding that Contractor is not in compliance with any applicable Law or standard, including any generally accepted accounting principle or other audit requirement relating to the performance of its obligations under this Agreement, Contractor shall, if and to the extent such audit deficiency or finding of non-compliance results from Contractor's failure to comply with its obligations under this Agreement, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by such governmental body, standards organization or regulatory authority, in the manner approved by OCA, to the extent necessary to comply with Contractor's obligations under this Agreement.

## 9.2 OCA Benchmarking Reviews.

- (a) **Charges Benchmarking Review.** During the Initial Term or any Renewal Term, OCA may, at its expense and subject to this **Section 9.2**, engage the services of an independent third party (a "**Benchmarker**") to compare the quality and price of all or any of the Services against the quality and price of well-managed suppliers performing similar services to determine whether OCA is receiving from Contractor pricing and levels of service that are competitive with market rates and prices, given the nature, volume and type of Services and Service Levels provided by Contractor hereunder. Benchmarker shall consider comparable transactions by selecting a representative sampling of OCA's Peer Group. Benchmarker shall further consider the following factors and normalize the pricing data as and to the extent appropriate: (i) whether supplier transition, transformation, and other

charges are paid by the customer as incurred or over a period of time; (ii) the extent to which supplier pricing includes the purchase of the customer's existing assets or assumption of any agreements; (iii) the extent to which supplier pricing includes any "gain-sharing" agreements or the cost of acquiring future assets; (iv) the extent to which this Agreement calls for Contractor to provide and comply with unique OCA requirements; (v) whether taxes are included in such pricing or stated separately in supplier invoices; (vi) the restrictions related to location of the delivery of the Services; (vii) differences in the volumes of the services being compared; (viii) applicability of service levels; and (ix) material differences in terms and conditions.

- (b) **Qualifications.** Any Benchmarker engaged by OCA shall (i) be independent, (ii) have, in OCA's reasonable judgment, verifiable, demonstrated experience in benchmarking services similar to the Services, and (iii) execute a non-disclosure agreement; provided, however, that notwithstanding the terms of the non-disclosure agreement, Contractor agrees and acknowledges that such Benchmarker shall be permitted to anonymously use and analyze data obtained in connection with any benchmarking services performed on behalf of OCA. Contractor recognizes that OCA must comply with applicable Laws respecting procurement of services in connection with any engagement of a Benchmarker. To the extent permissible under such Laws and the reasonable practice of OCA, OCA shall consult with Contractor respecting the Benchmarker and appropriate criteria related thereto (including general terms of engagement) in making its selection; provided, however, that so long as the Benchmarker possesses the qualifications set forth in this **Section 9.2(b)**, OCA reserves the right to determine, in its sole discretion, the appropriate Benchmarker to be engaged and the arrangement for such engagement. Contractor shall have no obligations to assist in any way with such benchmarking.

## 10. FEES

### 10.1 General.

- (a) **Payment of Charges.** In consideration of Contractor's performance of the Services and in accordance with Chapter 2251, Texas Government Code, OCA shall pay the Charges to Contractor.
- (b) **No Additional Charges.** Unless expressly set forth in this Agreement or in **Exhibit 4** as a responsibility of OCA, there shall be no charges, fees, expenses or other amounts payable to Contractor for the provision of Services. Any costs incurred by Contractor prior to the Effective Date are included in the Charges and are not to be separately paid or reimbursed by OCA.

- (c) **Incidental Expenses.** Contractor acknowledges that, except as expressly provided otherwise in this Agreement, expenses that Contractor incurs in performing the Services (including management, travel and lodging, document reproduction and shipping, equipment and software required by Contractor Personnel, and long-distance telephone) are included in the Charges as set forth in **Exhibit 4**. Accordingly, such Contractor expenses shall not be separately paid or reimbursed by OCA.
- (d) **Charges for Contract Changes.** Unless otherwise agreed, changes in the Services shall result in changes in the applicable Charges only if and to the extent (i) this Agreement expressly provides for a change in the Charges in such circumstances; (ii) the agreed upon Charges or pricing methodology expressly provides for a price change in such circumstances; or (iii) such change meets the definition of New Services and additional Charges are applicable in accordance therewith.

## 10.2 Taxes.

Pursuant to Section 151.309, Texas Tax Code, OCA is exempt from the assessment of State taxes and, pursuant to Texas Comptroller Rule 3.22(c)(4), is not required to present an exemption certificate with respect to State sales tax. In addition, OCA is exempt from federal taxes pursuant to 26 U.S.C. §§ 4253(i) and (j). Except as set forth in this **Section 10.2** or **Exhibit 4**, Contractor shall not include any taxes in the Charges. Without limiting the generality of the foregoing, Contractor's responsibilities in connection with taxes arising under or in connection with this Agreement include the following obligations:

- (a) **Income Taxes.** Contractor shall be responsible for its own Income Taxes.
- (b) **Sales, Use and Property Taxes.** Contractor shall be responsible for any sales, lease, use, personal property, real or improved property, stamp, duty or other such taxes on Equipment, Materials or property it owns or leases or licenses from a third party, including any lease or license assigned pursuant to this Agreement.
- (c) **Taxes on Goods or Services Used by Contractor.** Contractor shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Contractor on any goods or services used or consumed by Contractor in providing the Services where the tax is imposed on Contractor's acquisition or use of such goods or services and the amount of tax is measured by Contractor's costs in acquiring or procuring such goods or services and not by OCA's cost of acquiring such goods or services from Contractor.
- (d) **Service Taxes.** Contractor shall be financially responsible for all Service Taxes. As a result of OCA's exempt status, Contractor shall not charge OCA sales tax on the Services.

- (e) **Withholding.** Any withholding tax or other tax of any kind that OCA is required by applicable Law to withhold and pay on behalf of Contractor with respect to amounts payable to Contractor under this Agreement shall be deducted from said amount prior to remittance to Contractor. OCA shall provide to Contractor reasonable assistance, which shall include the provision of documentation as required by revenue authorities, to enable Contractor to claim exemption from or obtain a repayment of such withheld taxes and shall, upon request, provide Contractor with a copy of the withholding tax certificate.
- (f) **Tax Filings.** Contractor represents, warrants and covenants that it shall file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in all applicable jurisdictions. At OCA's request, Contractor shall provide OCA with (i) written confirmation that Contractor has filed all required tax forms and returns and has collected and remitted all applicable amounts, and (ii) such other information pertaining to applicable Taxes as OCA may reasonably request.

### 10.3 Proration.

Contractor shall compute periodic Charges under this Agreement on a quarterly basis, and shall prorate such Charges for any partial quarter on a daily basis.

## 11. INVOICING AND PAYMENT

### 11.1 Invoicing.

- (a) **Invoice for Implementation Services.** Contractor shall invoice OCA for Accepted Deliverables. The invoice shall include (i) OCA's purchase order number, (ii) the vendor identification number, (iii) the name of the Deliverable and each outcome of the Deliverable for which payment is requested, (iv) the pricing set forth in the Statement of Work for such Deliverable, and (v) supporting information as identified in the Statement of Work, or other support as OCA may require. No payment shall be made without the submission of detailed, correct invoices. Contractor shall submit the invoice after Acceptance of the Deliverable by OCA. Invoices for Implementation Services provided by Subcontractors shall be paid by the Contractor, then invoiced to OCA.
- (b) **Invoice for Production Services.** Following the Commencement Date, Contractor shall invoice OCA for Production Services no sooner than 30 days following the completion of each OCA Fiscal Quarter. Thereafter, Contractor shall present OCA with the quarterly invoice for the preceding OCA Fiscal Quarter (the "**Quarterly Invoice**"). Contractor shall not invoice OCA for taxes or any backdated Charges that Contractor failed to invoice to OCA within four (4) invoice cycles following the month in which the Charges were incurred. To the extent that any Charges included in the

Quarterly Invoice are disputed by OCA, such dispute shall be resolved in accordance with **Section 11.3**. Until Implementation Services are complete, Contractor shall invoice only at an amount of 25% of the Quarterly Invoice.

- (c) **Form and Data.** Each invoice provided by Contractor to OCA under this Agreement shall be submitted electronically to [accountspayable@txcourts.gov](mailto:accountspayable@txcourts.gov), or by hard copy to The Office of Court Administration, ATTN: Accounts Payable, P.O. Box 12066, Austin, Texas 7871-2066, and shall (i) comply with all applicable legal, regulatory and accounting requirements, including Chapter 2251, Texas Government Code, (ii) allow OCA to validate the Charges, and (iii) comply with OCA's accounting and billing requirements, including providing sufficient detail for OCA to allocate costs to all federal and State programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of OCA (if any).
- (d) **Reimbursements.** To the extent a Service Level Reimbursement or other reimbursements or fees may be due to OCA pursuant to this Agreement, OCA shall invoice Contractor with the appropriate amounts then due and owing.
- (e) **Time Limitation.** Unless otherwise requested by Contractor in advance and agreed by OCA in its sole discretion, if Contractor fails to provide an invoice to OCA for any amount within four (4) invoice cycles of the month in which the Services in question are rendered or the expense incurred, Contractor shall waive any right it may otherwise have to invoice for and collect such amount.

## 11.2 Set Off.

OCA may set off against any and all amounts to be paid or reimbursed by OCA any amount that Contractor is obligated to pay OCA hereunder, provided that OCA notifies Contractor in writing of the amounts of, and the basis for, such set off.

## 11.3 Disputed Charges.

- (a) **Disputed Amounts.** OCA may withhold any amount of any invoice in dispute as provided in and in accordance with Chapter 2251, Texas Government Code. OCA shall comply with Chapter 2251, Texas Government Code, with respect to timely notice of such disputed amounts.
- (b) **Interest.** For invoice amounts that have been paid by OCA that become the subject of a dispute which is resolved in favor of OCA, in addition to any amounts that Contractor may subsequently reimburse to OCA arising from resolution of such dispute, Contractor shall include interest on the amounts to be reimbursed, accrued monthly at the rate specified by the Texas Comptroller of Public Accounts in accordance with Section 2251.025(b),

Texas Government Code, calculated from the ninetieth (90th) day following the date of OCA's dispute.

- (c) **No Waiver.** Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right OCA may otherwise have to dispute any Charge or amount or recover any amount previously paid.
- (d) **Prompt Resolution.** In the event OCA initiates a dispute related to an invoice, Contractor shall promptly (but not more than two (2) Business Days from the time OCA initiated such dispute) respond to the issue raised in such dispute, which response shall include a written explanation of the charges that are the subject of such dispute, as well as any supporting documentation necessary to support Contractor's position. If, within ten (10) days of the date on which OCA notifies Contractor of the dispute, Contractor has either (i) failed to respond to OCA with sufficient details or (ii) failed to provide documentation or other evidence as to the validity of the charges, then such dispute will be deemed resolved in favor of OCA, the appropriate credits against the unpaid invoice will be withheld and the matter closed.

## 12. E-FILING DATA AND OTHER CONFIDENTIAL INFORMATION.

### 12.1 Confidentiality.

- (a) **Confidential Information.** Contractor and OCA each acknowledge that the other possesses and shall continue to possess information that has been developed or received by it, has commercial, proprietary or other value in its or its constituents' or customers' activities or operations and is not generally available to the public, subject, however to the applicability of Rule 12 of the Rules of Judicial Administration and other applicable Law.
- (b) **Disclosure of Confidential Information.**
  - (i) During the Term and at all times thereafter as specified in **Section 12.5**, each Receiving Party (A) shall hold Confidential Information received from a Disclosing Party in confidence and shall use such Confidential Information only for the purposes of fulfilling its obligations or exercising its rights under this Agreement and for no other purposes, (B) shall follow all applicable security requirements, protocols, and procedures for accessing and handling such Confidential Information, and (C) shall not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party, unless expressly permitted by **Sections 12.1(b)(ii)** and **12.1(b)(iii)** below or elsewhere in this Agreement. Subject to the requirements of **Section 12.2(b)**, as applicable, each Receiving Party shall use at least the same

degree of care to prevent disclosure, dissemination, and misuse of the Disclosing Party's Confidential Information to third parties as the Receiving Party employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.

- (ii) The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, directors, attorneys, financial advisors, contractors and agents (including OCA Auditors in the case of OCA) provided that (A) such person or Entity has a need to know the Confidential Information for purposes of performing his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person's scope of responsibility, (B) such disclosure is made pursuant to an obligation of confidentiality upon such person or Entity that is no less stringent than that set forth in this **Section 12.1**, and (C) such disclosure is not in violation of Law or applicable OCA Standards. The Receiving Party assumes full responsibility for the acts or omissions of any person or Entity to whom it discloses Confidential Information of the Disclosing Party regarding their use of such Confidential Information and must take commercially reasonable measures to protect the Confidential Information from disclosure or use in contravention of this Agreement.
- (iii) The Receiving Party may disclose Confidential Information of the Disclosing Party as required to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request (but not more than two (2) days from receipt of such request), the Receiving Party, to the extent it may legally do so, gives notice to the Disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in its efforts to seek a protective order or other appropriate remedy or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information.
- (iv) Unless expressly permitted by this Agreement, neither Party shall (A) make or use any copies of the Confidential Information of the other Party except as expressly contemplated by this Agreement, (B) possess or acquire any right in or assert any lien against the

Confidential Information of the other Party, (C) sell, assign, transfer, lease, encumber or otherwise dispose of or disclose the Confidential Information of the other Party to third parties or commercially exploit, or permit a third party to commercially exploit, such information, or (D) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including any copies thereof) to the other Party if requested to do so.

- (v) Notwithstanding the provisions of this **Section 12.1(b)**, OCA may disclose Confidential Information relating to the financial or operational terms of this Agreement and/or Contractor's performance hereunder (e.g., applicable Service Levels and measurements of Contractor's performance with respect to such Service Levels) in connection with a benchmarking or the solicitation of proposals for or the procurement of the same. To the extent allowed by applicable Law, OCA shall promptly provide Contractor written notice of any such disclosure.
  - (vi) Each Party shall take all necessary steps to cause its employees, contractors and subcontractors to comply with the provisions of **Article 12**.
- (c) **Exclusions.** Notwithstanding the above, **Section 12.1(b)** shall not apply to any particular information which the Receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations; (ii) after disclosure to it, is published by the Disclosing Party or otherwise becomes generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations or through a third party or a party affiliated with the Receiving Party who obtained the information from the Receiving Party; (iii) was lawfully in the possession of the Receiving Party immediately prior to the time of disclosure to it by Disclosing Party; (iv) is received from a third party that is not restricted from disclosing such information by law, contract, fiduciary duty, or otherwise; or (v) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
- (d) **Loss of Confidential Information.** Each Party shall (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party's Confidential Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) cooperate with the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use appropriate efforts to

prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 12.1(d)**.

- (e) **No Implied Rights.** Nothing contained in this **Section 12.1** shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to any Confidential Information of the other Party.
- (f) **Return or Destruction of Confidential Information.** Each Party shall securely store the other Party's Confidential Information until such Confidential Information, other than e-Filing Data, is returned or destroyed as described in this **Section 12.1(f)**, or in the case of e-Filing Data, destroyed in accordance with **Section 12.2(c)**. Except as limited by applicable Laws and as provided below with respect to Contract Records, each Party shall destroy all other documentation in any medium that contains, refers to or relates to the other Party's Confidential Information and any copies thereof in such Party's control or possession (or the portion of such Confidential Information specified by the other Party) within fifteen (15) Business Days of the expiration or termination of this Agreement and completion of each Party's obligations hereunder, including, with respect to Contractor, all periods of Termination Assistance Services requested by OCA. Upon written request, the Party returning or destroying the other Party's Confidential Information shall deliver to the other Party written certification of its compliance with this paragraph signed by an authorized representative of such Party. Notwithstanding the foregoing, either Party may retain one copy of the other Party's Confidential Information, other than e-Filing Data, in its legal department as and to the extent required to comply with applicable Laws or enforce its rights under this Agreement; provided that such Confidential Information shall be returned or destroyed in accordance with this provision upon the expiration of the period specified in the applicable Law, the expiration of the applicable statute of limitations or the final resolution of any pending dispute, as applicable. Contract Records shall be retained by Contractor for the duration of the Audit Period unless and to the extent Contractor is directed by OCA to deliver such Contract Records to OCA prior to the expiration of the Audit Period. In no event shall a Party withhold any Confidential Information of the other Party as a means of resolving any dispute.
- (g) **Transfer of OCA Confidential Information.** Contractor shall not transfer OCA Confidential Information to any other locations, nor change the locations for storage and processing of such OCA Confidential Information, except with the express written consent of OCA, which OCA may withhold in its sole discretion.

## 12.2 e-Filing Data.

Nothing in this **Section 12.2** is intended to limit the obligations of Contractor under **Section 12.1** of this Agreement with respect to the Confidential Information addressed in such Section.

- (a) **e-Filing Data.** Except solely for the purpose of performing its obligations under this Agreement, Contractor shall not use, sell, license, assign, lease, transfer, distribute, or encumber e-Filing Data. Contractor shall not disclose to, or allow access by, third parties to e-Filing Data, unless expressly provided for in this Agreement or upon prior written consent of OCA. Contractor shall not directly or indirectly commercially exploit, or permit a third party to commercially exploit, e-Filing Data on behalf of Contractor or any other person or Entity. Upon OCA's request, and in the form and format as reasonably requested by OCA, Contractor shall make e-Filing Data available to OCA. Contractor agrees that Contractor shall not, and shall cause Contractor Personnel to not, use any e-Filing Data for any purpose other than the fulfillment of the terms and conditions of this Agreement.
- (b) **Safeguarding of e-Filing Data.**
  - (i) Contractor shall implement and maintain throughout the Term a written, comprehensive data security program, which shall (A) include reasonable and appropriate technical, organizational and security measures and safeguards to protect e-Filing Data from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse, or damage, (B) be no less rigorous than those maintained (or required to be maintained) by OCA, (C) be no less rigorous than those maintained by Contractor for its own information of a similar nature, (D) be no less rigorous than best security standards in the industry (e.g., Texas Administrative Code (TAC) Title 1, Part 10, Chapter 202), but without limiting Contractor's obligations respecting Technology Evolution, and (E) comply (without limiting the Parties' obligations under **Section 14.10**) with all applicable OCA Standards, including the requirements of OCA's then-current privacy, security and records retention policies, including OCA's Information Security Policy Manual, the Internal Revenue Service guidelines contained within IRS Publication 1075 (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>), viewed at least annually. Contractor shall permit OCA or its designee(s) and OCA Auditors to review such documentation and/or to inspect Contractor's compliance with these provisions in accordance with **Section 9.1**. All e-Filing Data shall reside on Systems within the United States of America at all times.
  - (ii) Under no circumstances shall Contractor make any changes that materially weaken any technical, organizational or security measures

in place to safeguard e-Filing Data, or result in Contractor's failure to meet any of the minimum standards set forth above without OCA's prior approval. Under no circumstances shall Contractor or Contractor Personnel use, access, attempt to use or access, or permit use of or access to, e-Filing Data except as may be required for the performance of Contractor's obligations or otherwise permitted under this Agreement.

- (iii) To the extent Contractor removes e-Filing Data from any media that is taken out of service that is under Contractor's control, Contractor shall destroy or securely erase such media. Under no circumstances shall Contractor use or re-use media on which e-Filing Data has been stored to store data of any other customer of Contractor or to deliver data to a third party, including another Contractor customer.
- (c) **Destruction of e-Filing Data.** Contractor shall securely store e-Filing Data until such e-Filing Data is returned or destroyed as described in this **Section 12.2(c)**. Except as limited by applicable Laws, Contractor shall return then permanently delete or destroy all e-Filing Data and all other documentation in any medium as requested by OCA that contains, refers to or relates to the e-Filing Data and any copies thereof in Contractor's control or possession within fifteen (15) Business Days of the expiration or termination of this Agreement and completion of each Party's obligations hereunder, including all periods of Termination Assistance Services requested by OCA. Contractor shall deliver to OCA written certification of its compliance with this paragraph signed by an authorized representative.
- (d) **Contractor Personnel.** Contractor shall take appropriate action to cause any Contractor Personnel who have access to e-Filing Data pursuant to this Agreement to be (i) advised of, and comply with, the terms and conditions of this **Section 12.2**; and (ii) trained regarding their handling of such e-Filing Data. Contractor shall be responsible for any failure of Contractor Personnel to comply with the terms and conditions regarding e-Filing Data set forth in this **Section 12.2**. Contractor agrees to maintain a disciplinary process to address any unauthorized access, use or disclosure of e-Filing Data by any Contractor Personnel.

### **12.3 Cardholder Data.**

To the extent applicable to the Services, Contractor shall comply with the Payment Card Industry Data Security Standard with respect to Cardholder Data as defined therein.

### **12.4 Security Incident.**

- (a) **Procedures.** In the event Contractor discovers or is notified of, or should have known of, a Security Incident or potential Security Incident, Contractor

shall immediately notify OCA of such Security Incident or potential Security Incident. Following such notice, Contractor shall fully cooperate in OCA's handling of such Security Incident or potential Security Incident and, at Contractor's own cost and expense, shall (i) investigate such Security Incident or potential Security Incident, facilitating interviews with Contractor Personnel and others involved in the matter, and making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Laws, regulations, industry standards or as otherwise reasonably required by OCA, (ii) perform a risk assessment, Root Cause Analysis and Corrective Action Plan thereon in accordance with **Section 5.3(b)**, (iii) provide a detailed written report to OCA of such risk assessment, Root Cause Analysis and Corrective Action Plan, (iv) upon OCA's approval, remediate the effects of such Security Incident or potential Security Incident as soon as practicable or assist in the coordination of such remediation if Contractor does not have responsibility for the matters which are the source of the breach or potential breach, (v) provide OCA with reasonable assurances that such Security Incident or potential Security Incident shall not recur, (vi) cooperate with OCA in providing any notices regarding impermissible disclosures caused by such Security Incident which OCA deems appropriate, and (vii) cooperate in any litigation, investigation, or other action deemed necessary by OCA to protect its rights relating to the use, disclosure, protection and maintenance of e-Filing Data. Following any Security Incident, Contractor shall continuously use its best efforts to prevent a recurrence of any such Security Incident.

- (b) **Security Incident Involving e-Filing Personal Data.** To the extent a Security Incident involves e-Filing Personal Data and is attributable to a breach by Contractor or Contractor Personnel of Contractor's obligations under this Agreement, Contractor shall bear the costs incurred by Contractor in complying with its legal obligations relating to such Security Incident and, in addition to any other damages for which Contractor may be liable under this Agreement, Contractor shall reimburse OCA for all actual costs incurred in providing (i) notice to affected individuals, (ii) such affected individuals with credit monitoring services for thirty-six (36) months (where such Security Incident results in the potential for exposure of Highly-Sensitive Personal Information), (iii) such affected individuals with \$50,000 of identity theft insurance, (iv) call center support for such affected individuals for thirty (30) days, (v) any related governmental fees or fines assessed against OCA, (vi) any Losses for which Contractor would be liable under **Section 16.1**, and (vii) any other services that OCA deems necessary to protect such affected individuals in light of the risks posed by such Security Incident.
- (c) **Third Party Notices.** Contractor agrees that it shall not inform any third party of any Security Incident without first obtaining OCA's prior written consent, other than to inform a complainant that the matter has been forwarded to OCA's legal counsel. Further, Contractor agrees that OCA

shall have the right to determine (i) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in OCA's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

- (d) **Ongoing Obligations.** Contractor agrees to maintain and preserve all documents, records and other data related to any Security Incident.
- (e) **FTI Compliance.** To the extent applicable to the Services, Contractor shall comply with all applicable state and federal requirements and regulations, including ITS Publication 1075.

## 12.5 Survival.

Notwithstanding the expiration or any termination of this Agreement, (i) the limitations on use and disclosure by Contractor under this Article with respect to e-Filing Data shall survive the expiration or any termination of this Agreement and shall be perpetual and (ii) other than the foregoing with respect to the survival of e-Filing Data, each Party's confidentiality obligations under this Agreement shall continue for any period required by applicable Law or, in the absence of a required period, perpetually until such time as the Confidential Information is publicly known and made generally available through no action or inaction of the Receiving Party or any agent, employee or Affiliate thereof.

## 12.6 Requirements for Information in Legal Proceedings.

- (a) **Preservation of Legal Privilege.** If OCA notifies Contractor, or Contractor is or becomes otherwise aware, that particular OCA Confidential Information may be within OCA attorney-client or work-product privileges of OCA, then regardless of any applicable exclusions, Contractor (i) shall not disclose such OCA Confidential Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Contractor Personnel who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect OCA privileges.
- (b) **Contractor Responsibility for OCA Confidential Information.** To the extent requested by OCA, Contractor shall comply with OCA's litigation response plan, including policies and procedures to prepare for and respond to discovery requests, subpoenas, investigatory demands, and other requirements for information related to legal and regulatory proceedings, as such plan may be revised from time to time, including preparing for and complying with requirements for preservation and production of data in connection with legal and regulatory proceedings and government investigations. Within one (1) Business Day following receipt of

any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations by third parties relating to any Materials, Deliverables, Work Product, OCA Confidential Information or related Systems in Contractor's possession, Contractor shall notify OCA and provide OCA with a copy of all documentation of such legal information request, to the extent Contractor legally may do so and shall cooperate with OCA in responding to such request, demand, notice, subpoena, order or other legal information request.

- (c) **Cost of Compliance.** Contractor's cost of complying with this **Section 12.6** shall be at no additional charge to OCA.

### 13. LICENSE GRANT AND MATERIALS

#### 13.1 Contractor Owned and Licensed Materials.

- (a) **Ownership of Contractor Owned Materials.** As between the Parties, Contractor shall be the sole and exclusive owner of the (i) Materials and other intellectual property lawfully owned by it or its Affiliates prior to the Effective Date, (ii) Materials and other intellectual property acquired by Contractor or its Affiliates on or after the Effective Date, and (iii) Materials and other intellectual property that are developed by or on behalf of Contractor pursuant to this Agreement or otherwise paid for by OCA under this Agreement (collectively, "**Contractor Owned Materials**"), including all Intellectual Property Rights in the Contractor Owned Materials. For the avoidance of doubt, OCA shall own the data and output of any Reports produced by Contractor.
- (b) **License to Contractor Owned Materials.** As of the Effective Date, Contractor hereby grants to OCA during the Term, at no additional charge, a world-wide, non-exclusive, irrevocable (provided that Contractor Owned Materials are used in accordance with the terms hereof), royalty-free right and license to use, with the right to allow an unlimited number of Authorized Users to use the Services, the Contractor Owned Materials (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto), including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. Contractor Owned Materials shall remain the property of Contractor. OCA shall not (A) reverse engineer, decompile, or disassemble the source code of all or any portion of the Contractor Owned Materials or (B) use the Contractor Owned Materials for the benefit of any Third Party. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or

conditions of any agreement or license (by “click-through” or written acceptance) by the Courts and Authorized Users, the provisions of this Agreement shall control.

- (c) **License to Contractor Third Party Materials.** As of the Effective Date, and subject to Contractor having obtained any Required Consents, Contractor hereby grants to OCA during the Term, at no additional charge, a world-wide, non-exclusive, irrevocable (provided that the Third Party Materials are used in accordance with the terms hereof), royalty-free right and license to use, with the right to grant sublicenses to third parties to use for the benefit of OCA and its Authorized Users, the Third Party Materials for which Contractor holds the license or for which Contractor is financially responsible under this Agreement (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto) for the benefit of OCA, including to (i) receive the full benefit of the Services, (ii) perform or have performed services of the nature of the Services, including in-scope processes and Services, (iii) monitor, access, interface with or use the Materials then being used in the performance of the Services, and (iv) perform or have performed ancillary services and functions, including related information technology services and functions. To the extent any provision of this Agreement creates an ambiguity or a conflict with any terms or conditions of any agreement covering Third Party Materials of or provided by Contractor relating to the Services, the provisions of this Agreement shall control.
- (d) **Embedded and Dependent Materials.** Contractor hereby grants to OCA a world-wide, non-exclusive, perpetual, irrevocable, royalty-free right and license to use by OCA or any Authorized Users any embedded Contractor Owned Materials or Third Party Materials (including all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto).
- (e) **Source Code Escrow for Contractor Owned Materials.** Contractor shall maintain a source code escrow agreement with a third party under which Contractor shall deposit source code for the Software, including timely supplemental deposits for each major release of the Software. OCA may, at any time during the Term and upon payment and completion of the beneficiary form, be added as a beneficiary to the source code escrow agreement. OCA will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Software is strictly governed by the terms of the escrow agreement.

## **14. REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **14.1 Work Standards.**

Contractor represents, warrants and covenants that (i) the Services shall be rendered with promptness, due care, skill and diligence; (ii) the Services shall be executed in a professional and workmanlike manner, in accordance with the Service Levels and accepted industry standards of first tier providers of services that are the same as or similar to the Services; (iii) Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services; (iv) Contractor shall provide such individuals with training as to new products and services prior to the implementation of such products and services in OCA's environment; and (v) Contractor shall have the resources, capacity, expertise and ability in terms of Equipment, Materials, know-how and personnel to provide the Services.

### **14.2 Maintenance.**

Contractor represents, warrants and covenants that, unless otherwise agreed and to the extent it has operational responsibility under this Agreement, it shall maintain the Equipment and Software so that they operate substantially in accordance with the Service Levels and their Specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear, (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations and requirements, and (iii) performing Software maintenance in accordance with the applicable Software supplier's documentation, recommendations and requirements.

### **14.3 Efficiency and Cost Effectiveness.**

Contractor represents, warrants and covenants that it shall use commercially reasonable efforts to provide the Services in a cost-effective and efficient manner consistent with the required level of quality and performance set forth in the Service Level Agreement.

### **14.4 Intellectual Property.**

- (a) **Ownership and Use.** Contractor represents, warrants and covenants that it is either the owner of or is authorized to use, and possesses sufficient rights to grant the rights and licenses contained in this Agreement to, any and all Materials, Equipment, Systems and other resources or items provided by Contractor. As to any such Materials, Equipment, Systems, resources or items that Contractor does not own, Contractor shall advise OCA as to the ownership and extent of Contractor's rights with regard to such Materials, Equipment, Systems, resources or items to the extent any limitation in such rights would materially impair Contractor's performance of its obligations under this Agreement or the right and licenses granted by Contractor under this Agreement.

- (b) **Performance.** Contractor represents, warrants and covenants that any Contractor Owned Materials consisting of Software and any Equipment provided by Contractor shall comply in all material respects with their applicable documentation and Specifications and shall provide the functions and features and operate in the manner described therein during the Warranty Period.
- (c) **Developed Materials Compliance.** Contractor warrants and covenants that Developed Materials shall, at all times during the Warranty Period, (i) be free from material errors in operation and performance, (ii) Comply in all material respects with the applicable documentation and Specifications, and (iii) provide the functions and features and operate in the manner described in the Statement of Work or otherwise agreed by the Parties. During such Warranty Period, Contractor shall correct any failure to comply at no additional charge to OCA and shall use commercially reasonable efforts to do so as expeditiously as possible. In the event that Contractor fails or is unable to repair or replace such nonconforming Developed Material, OCA shall, in addition to any and all other remedies available to it hereunder, be entitled to obtain from Contractor a copy of the source code and/or object code and/or other applicable documentation to such Developed Material.
- (d) **Nonconformity of Contractor Owned Software.** In the event that the Contractor Owned Materials consisting of Software do not comply with their applicable documentation and Specifications and/or materially adversely affect the Services provided hereunder, Contractor shall, at its sole cost and expense and without any charge to OCA, expeditiously repair such Software, or replace such Software with conforming Software.

#### **14.5 Non-Infringement.**

Except as otherwise provided in this Agreement, Contractor represents, warrants and covenants that it shall perform its obligations and responsibilities under this Agreement in a manner that does not infringe or misappropriate, or constitute an infringement or misappropriation of, any Intellectual Property Rights; provided, however, that the Contractor shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by OCA without the approval of the Contractor, (ii) OCA's combination of the Contractor's Work Product or Materials with items not furnished, specified, recommended, or approved in writing by Contractor or contemplated by this Agreement, (iii) the failure of OCA to use corrections or modifications provided by the Contractor offering equivalent features and functionality (provided Contractor notifies OCA that the corrections or modifications provided address the possibility of infringement or misappropriation if and to the extent it knows or reasonably should know of such possibility), (iv) adherence to detailed Specifications provided by OCA that Contractor is required to comply with (provided Contractor notifies OCA of the possibility of infringement or misappropriation if and to the extent it knows or

reasonably should know of such possibility), or (v) Third Party Materials, except to the extent that such infringement or misappropriation arises from the failure of Contractor to obtain the necessary licenses or Required Consents or to abide by the limitations of the applicable Third Party Materials licenses.

#### **14.6 General.**

- (a) **Contractor.** Contractor represents, warrants and covenants to OCA that:
- (i) Contractor is a business Entity duly formed, validly existing and in good standing under the Laws of its state of formation;
  - (ii) Contractor has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
  - (iii) Contractor has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable Laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services, including under all applicable Laws of the State with the exception of those permits, licenses, and rights that OCA is obligated to provide pursuant to this Agreement;
  - (iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of Contractor;
  - (v) The individual executing this Agreement and the documents made part of this Agreement is authorized to sign such documents on behalf of the Contractor and to bind the Contractor to any contract that may result from this Agreement;
  - (vi) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of Contractor enforceable in accordance with its terms;
  - (vii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which Contractor or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
  - (viii) As of the Effective Date there is no pending claim, suit or proceeding or, to the best of Contractor's knowledge, any threatened claim, suit or proceeding, against or affecting Contractor or any of its Affiliates or Subcontractors that could reasonably be expected to adversely affect Contractor's ability to perform and fulfill its obligations under

this Agreement including actions pertaining to the proprietary rights described in **Sections 14.4** and **14.5**. Contractor shall notify OCA within ten (10) Business Days of Contractor's knowledge of any such claim, suit or proceeding. Without limiting the terms of **Section 12.1(b)(iii)**, Contractor shall notify OCA, within two (2) days, if process is served on Contractor in connection with this Agreement where such matter may reasonably affect the Services or a Party's rights, including any subpoena for Contractor's records, and shall send a written notice of the service together with a copy of the same to OCA within five (5) Business Days of such service.

- (b) **OCA.** OCA represents, warrants and covenants to Contractor that:
- (i) OCA has statutory authority to enter into this Agreement and to perform its obligations hereunder;
  - (ii) The execution, delivery and performance of this Agreement shall not constitute a violation of any judgment, order or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and
  - (iii) When executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of OCA enforceable in accordance with its terms.

#### **14.7 Certifications.**

Contractor, for itself and on behalf of its Subcontractors, certifies that:

- (a) It has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement;
- (b) Under Section 231.006 of the Texas Family Code, it is not ineligible to receive the payments under this Agreement, and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate;
- (c) Neither it, nor anyone acting for it, has violated the antitrust Laws of the United States nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (d) Neither it, nor anyone acting for it, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust Laws, or (2)

communicated directly or indirectly the contents of this Agreement to any competitor or any other person engaged in the same line of business as the Contractor;

- (e) It has not received payment from OCA or any of OCA's employees for participating in the preparation of the Agreement;
- (f) Under Sections 2155.004, 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, it is not ineligible to receive this specified contract and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate;
- (g) There are no suits or proceedings pending or, to the best of its knowledge, threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under this Agreement;
- (h) It is not, and its principals are not, suspended or debarred from doing business with the State or the federal government as listed in the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration;
- (i) As of the Effective Date, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (j) It agrees that any payments due under this Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas;
- (k) In accordance with Section 669.003 of the Texas Government Code relating to contracting with an executive head of a state agency, it is not (1) the executive head of OCA, (2) a person who at any time during the four years before the date of this Agreement was the executive head of OCA, or (3) a person who employs a current or former executive head of OCA;
- (l) It does not have any knowledge that any Contractor Personnel or any employee of a Subcontractor performing Services under this Agreement is, or is a relative of, any current or former State employee, within three (3) degrees of consanguinity, and if these facts change during the Term, any failure by Contractor to disclose to OCA the existence of any such employee relationship known to Contractor shall give rise to a right by OCA to terminate this Agreement, in whole or in part, immediately for cause or exercise any other remedy under Applicable Law;

- (m) The provision of Deliverables or Services or other performance under this Agreement shall not constitute an actual or potential conflict of interest and certifies that it shall not create the appearance of impropriety, and, if these facts change during the course of the Agreement, Contractor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;
- (n) OCA's payment to Contractor and Contractor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or 556.008, Texas Government Code;
- (o) It will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;
- (p) It shall comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program;
- (q) It shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. § 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of IIRIRA, who shall perform any labor or services under this Agreement. Nothing herein is intended to exclude compliance by Contractor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto;
- (r) It is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; and
- (s) It is compliant with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

During the Term, Contractor shall, for itself and on behalf of its Subcontractors, promptly disclose to OCA all changes that occur to the foregoing certifications, representations and warranties. Contractor covenants to cooperate with OCA in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

#### **14.8 Inducements; OCA Code of Ethics.**

In addition to these provisions applying to Contractor, Contractor shall impose the provisions of this **Section 14.8** in each of its subcontracts and each such representation, warranty and covenant shall be fully applicable with respect to Contractor and each Subcontractor:

- (a) **Reliance.** In executing this Agreement, OCA relies on Contractor's representations, warranties and covenants regarding the following: (i) Contractor regularly provides the types of Services described in the RFO to other public or private entities; (ii) Contractor has the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar Services for other public or private entities; (iii) Contractor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the current program, operating environment for the Services, this Agreement and the needs and requirements of OCA and the State during the Term; (iv) Contractor has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding, Contractor has the ability and capacity to perform the Services for the Term in accordance with the terms and conditions of this Agreement; (v) Contractor also has reviewed and accepts the risks associated with the Services as described in the Agreement, including the risk of non-appropriation of funds; (vi) Contractor shall at all times be capable of, and legally authorized to, provide the Services; and (vii) the Charges assessed to OCA shall be true and correct.
- (b) **Inducements.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has given or will give commissions, payments, kickbacks, lavish or extensive entertainment or other inducements of more than minimal value to any employee or agent of OCA in connection with this Agreement. Contractor also represents, warrants and covenants that, to the best of its knowledge, neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has given any such payments, gifts, entertainment or other thing of value to any employee or agent of OCA. Contractor also acknowledges that the giving of any such payment, gift, entertainment or other thing of value is strictly in violation of OCA policy on conflicts of interest and may result in the cancellation of this Agreement and other existing and future contracts between the Parties.
- (c) **OCA Code of Ethics.** Contractor represents, warrants and covenants that, in the performance of the Services and its other contractual obligations

hereunder, it shall comply with all applicable provisions of OCA Code of Ethics, as modified from time to time.

- (d) **No Interest.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee has acquired or will acquire any contractual, financial, business or other interest or advantage, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to OCA under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement; and Contractor shall promptly (but not more than two (2) days from the time in which Contractor first becomes aware of any such interest) inform OCA of any such interest that may be incompatible with the interests of OCA.
- (e) **No Abuse of Authority for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use the authority provided or to be provided under this Agreement to improperly obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees or any member of the immediate family of any such employee.
- (f) **No Use of Information for Financial Gain.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has used or shall use any OCA Confidential Information to obtain financial gain, advantage or benefit for Contractor, any of its Affiliates, any of their employees, nor any member of the immediate family of any such employee.
- (g) **Independent Judgment.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, has accepted or shall accept another OCA contract that would impair the independent judgment of Contractor in the performance of this Agreement.
- (h) **No Influence.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee, has accepted or shall accept anything of value, or an inducement that would provide a financial gain, advantage or benefit, based on an understanding that the actions of Contractor, any such Affiliates or any such employees on behalf of OCA would be influenced thereby; and neither Contractor nor any of its Affiliates shall attempt to influence any OCA employee by the direct or indirect offer of anything of value.
- (i) **No Payment Tied to Award.** Contractor represents, warrants and covenants that neither Contractor nor any of its Affiliates, nor any employee of either, nor any member of the immediate family of any such employee,

has paid or agreed to pay any person or Entity, other than bona fide employees working solely for Contractor or such Affiliates or any Subcontractors, any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of this Agreement.

- (j) **No Collusion.** Contractor represents, warrants and covenants that the prices presented in the Response were arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition, the prices quoted were not knowingly disclosed by Contractor to any other proposer and no attempt was made by Contractor to induce any other person or Entity to submit or not to submit a proposal for the purpose of restricting competition.

#### **14.9 Malicious Code.**

- (a) **Malicious Code.** Contractor represents, warrants and covenants that Contractor shall not insert, and shall take all commercially reasonable actions and precautions to prevent the introduction and proliferation of, any Malicious Code into OCA's environment or any System used to provide the Services. Contractor further represents, warrants and covenants that, with respect to any disabling code that may be part of the Software, Contractor shall not invoke or cause to be invoked such Malicious Code at any time, including upon expiration or any termination of this Agreement, without OCA's prior written consent. Contractor also represents, warrants and covenants that it shall use commercially reasonable efforts to not use Third Party Materials consisting of Software containing Malicious Code without the prior approval of OCA. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed Malicious Code, provided that Contractor shall use commercially reasonable efforts to learn from third parties whether such code is included in third party products and shall notify OCA accordingly and obtain OCA's approval prior to installing such code in any Software, Equipment or System.
- (b) **Recovery Services.** At all times during the Term, Contractor shall maintain written plans and procedures designed to prevent the introduction of Malicious Code into OCA's environment or any System used to provide the Services, which such measures shall include plans to notify and update OCA of such introduction and to mitigate the effects thereof. Contractor shall notify OCA expeditiously of any Malicious Code in any such environment or System of which it becomes aware and mitigate the effects in accordance with such written plans and procedures. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in Equipment, Software or Systems managed or supported by Contractor or used by Contractor to provide the Services, Contractor shall, except as expressly set forth below, at no additional charge to OCA,

eliminate or permanently quarantine such Malicious Code and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of operational efficiency or loss of data, mitigate such losses and restore such data with generally accepted data restoration techniques (“**Malicious Code Recovery Services**”). Contractor shall provide all Malicious Code Recovery Services at no additional Charge. The Parties anticipate that Malicious Code Recovery Services requested by OCA shall be provided by Contractor without adversely affecting Contractor’s ability to meet its performance obligations.

#### **14.10 Compliance with Laws.**

- (a) **Compliance by Contractor.** Contractor represents, warrants and covenants that, with respect to the provision of the Services and the performance of any of Contractor’s other legal and contractual obligations hereunder, Contractor and the Services are and shall be in compliance in all material respects with all applicable Laws and shall remain in compliance with such applicable Laws during the Term, including any Privacy Laws. If Contractor becomes aware that it is out of compliance with such applicable Laws, Contractor shall, at its sole cost, promptly (but not more than thirty (30) days from the time in which Contractor first becomes aware of such non-compliance) comply with such applicable Laws.
- (b) **Compliance Data and Reports.** At no additional charge, Contractor shall provide OCA with data reasonably necessary for OCA to comply with all Laws applicable to the use of the Services.
- (c) **Materials, Equipment and Systems Compliance.** Contractor represents, warrants and covenants that the Materials, Equipment and Systems used in connection with providing the Services are in compliance with all applicable Laws and shall remain in compliance with such Laws during the Term.
- (d) **e-Filing Data.** Contractor represents, warrants and covenants that any collection, receipt, access, use, storage, disposal and disclosure of any e-Filing Data by Contractor shall comply with all applicable Laws, including federal and state Privacy Laws, as well as all other applicable regulations and directives.
- (e) **Notice of Laws.** Contractor shall notify OCA of any Laws and changes in Laws applicable to the Services that would reasonably be expected to affect Contractor’s obligations under this Agreement or OCA’s use of the Services.
- (f) **Implementation of Changes in Laws.** Upon a change in applicable Laws affecting use of the Services, OCA reserves the right, in its sole discretion, to unilaterally amend this Agreement to incorporate any modifications necessary for OCA’s compliance. Without modifying the Parties’ respective

financial obligations under **Exhibit 4**, Contractor shall bear the costs associated with compliance with changes in Laws unless the change(s) required for compliance meets the definition of New Services, in which case it shall be treated as such and subject to payment of fees for such New Services.

- (g) **Termination.** In the event that any change(s) in Laws results in an increase of ten percent (10%) or more in the estimated average Quarterly Charges, then OCA may, within one hundred eighty (180) days of such aggregate increase being attained and upon at least ninety (90) days prior notice to Contractor, terminate this Agreement in its entirety or the impacted Services as of the termination date specified in the notice.
- (h) **Responsibility.** Contractor shall be responsible for any Losses imposed on Contractor or OCA resulting from any failure of Contractor or any third party engaged by Contractor to comply with applicable Laws or respond in a timely manner to changes in such Laws.

#### **14.11 Equal Opportunity Compliance.**

Contractor represents, warrants and covenants that it shall abide by all applicable Laws pertaining to equal employment opportunity, including state and federal Laws. In accordance with such Laws, Contractor agrees that no individual in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, or disability, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed by Contractor under this Agreement. If Contractor is found to be in non-compliance with these requirements, Contractor agrees to take appropriate steps to correct such noncompliance. Upon request, Contractor shall furnish to OCA information regarding Contractor's nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

#### **14.12 Information Furnished to OCA.**

Contractor represents that all written information made a part of this Agreement is current, complete, true and accurate. This Agreement contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading. Contractor hereby agrees to provide OCA with notice within two (2) days in the event it discovers that any information that has been provided to OCA is or becomes untrue and incorrect. Such notice shall identify the information incorrectly provided and shall set forth the true and correct information.

**14.13 Previous Contracts.**

Other than as specifically disclosed by Contractor in writing, Contractor represents that neither it, nor any of its Affiliates or Subcontractors, is in default or breach of any other contract or agreement related to information systems facilities, equipment or services that it or they may have with OCA, the State or any other State related Entity. Contractor further represents that neither it, nor any of its Affiliates or Subcontractors, has been a party to any contract for information system facilities, equipment or services with OCA, the State or any other State-related Entity that was finally terminated within the previous five (5) years for the reason that Contractor or such Affiliate or Subcontractor failed to perform or otherwise breached an obligation of such contract. Contractor hereby certifies that it has provided disclosure of all pending, resolved, or completed litigation, mediation, arbitration or other alternate dispute resolution procedure involving Contractor, its Affiliates or its Subcontractors that could reasonably be expected to materially adversely affect Contractor's ability to perform and fulfill its obligations under this Agreement.

**14.14 Completeness of Due Diligence Activities.**

Contractor acknowledges that it has been provided with sufficient access to OCA information and personnel and has had sufficient time in which to conduct and perform a thorough due diligence of OCA's operations and business requirements and assets currently used by OCA in providing the Services. Accordingly, Contractor shall not seek any adjustment in the Charges based on any incorrect assumptions made by Contractor in arriving at the Charges.

**14.15 Interoperability.**

Contractor represents, warrants and covenants that the Software, Equipment and Systems that are owned, developed, implemented or used by Contractor in connection with providing the Services shall be interoperable with the Software, Equipment and Systems used by OCA to the extent necessary for OCA to receive the full benefit of the Services.

**14.16 Prohibition on Contracts with Companies Boycotting Israel.**

As required by Texas Government Code Section 2270.002, by executing this Agreement, Contractor represents and warrants that it does not, and will not during the Term, boycott Israel. Contractor further represents and warrants that no Subcontractor of the Contractor boycotts Israel or will boycott Israel during the Term. Contractor agrees to take all necessary steps to ensure this representation and warranty remains true during the Term.

**14.17 Financial Condition.**

During the Term, Contractor shall promptly provide, but no later than one hundred twenty (120) days after the end of the Contractor's fiscal year, its year-end financial

statements as of the end of such fiscal year, all in reasonable detail, and an audit reported by a nationally recognized independent certified public accountant (without a “going concern” or like qualification or exception as to the scope of such audit) to the effect that the financial statements present fairly the financial condition and results of operation of the Contractor.

## **15. INSURANCE AND RISK OF LOSS**

Contractor shall at all times during the Term of this Agreement carry and maintain at its sole cost and expense the following insurance coverage in each case issued by an insurer having an A. M. Best Company financial strength rating of A- or greater and a financial size category ranking of class VII or higher, licensed in the state of Texas, and authorized to provide the corresponding coverage: (a) Standard Workers Compensation Insurance covering all personnel who will provide services under this Agreement and endorsed with a waiver of subrogation against the State, OCA, counties, and courts, and their respective officers and employees, for bodily injury (including death), property damage or any other loss; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 minimum per each occurrence and \$2,000,000 in the aggregate; (c) Professional Liability (Errors and Omissions Liability) with limits of at least \$2,000,000 each occurrence limit; (d) Cybersecurity Insurance in an amount not less than \$3,000,000 minimum per each occurrence and \$5,000,000 in the aggregate, protecting against the loss arising out of a Security Incident, including (i) network security and privacy liability, (ii) notification and other breach response costs, (iii) fines and penalties, and (iv) cyber extortion; and (e) Umbrella Insurance in an amount of no less than \$10,000,000. Contractor shall provide at least thirty (30) days written notice prior to any cancellation of policies listed under this section. Contractor shall maintain the above insurance coverage during the Term of this Agreement, and shall include OCA and its directors, officers, and employees as additional insureds, include a waiver of subrogation in favor of OCA and its directors, officers, and employees, and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by OCA and shall provide OCA with an executed copy of the policies immediately upon request.

## **16. INDEMNITIES**

### **16.1 General Indemnity by Contractor.**

**CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE, OCA AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES (COLLECTIVELY, “OCA INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, ACTION, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR**

PERFORMANCE OF THIS AGREEMENT AND ANY STATEMENT OF WORK OR PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE OCA AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF OCA IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S COUNSEL.

#### **16.2 Intellectual Property Indemnity.**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OCA AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) OCA'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OCA BY CONTRACTOR OR OTHERWISE TO WHICH OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE OCA AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OCA DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF OCA IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, OCA WILL BE

**PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF OCA'S COUNSEL.**

**16.3 No Double Recovery.**

No provision of this Agreement shall be construed to provide indemnity for any amounts for which OCA has been fully compensated under any other agreement or action at law or equity; provided, however, that OCA shall not be required to exhaust any or all remedies available under other agreements or at law or equity before recovering indemnification amounts pursuant to **Section 16.1**.

**16.4 Comparative Fault.**

THE PARTIES AGREE THAT THE INDEMNITIES ABOVE SHALL CONTINUE IN EFFECT EVEN IN THE CASE WHERE A PORTION OF THE DAMAGE IS CAUSED BY THE ACTS OR OMISSIONS (INCLUDING NEGLIGENCE) OF OCA. HOWEVER, THE PARTIES FURTHER AGREE THAT CONTRACTOR IN NO WAY WAIVES ANY DEFENSE OTHERWISE AVAILABLE TO IT IN ANY SUCH EVENT, INCLUDING THE RIGHT TO ASSERT COMPARATIVE FAULT OF OCA.

**16.5 Infringement and Mitigation.**

In the event that (i) Contractor receives or otherwise learns of any threat, warning, or notice alleging that all or any component or feature of the Services violates an Intellectual Property Right, or (ii) OCA's continued use of Deliverables, Work Product, Developed Material, Contractor Owned Material, or Services is enjoined; then, in each case, Contractor shall, in addition to defending, indemnifying and holding harmless OCA as provided in **Section 16.2** and to the other rights OCA may have under this Agreement, promptly and at its own option, cost and expense and in such a manner as to minimize the disturbance to OCA's operations and activities, do one of the following:

- (a) **Obtain Rights.** Obtain for OCA the right to continue using and receiving the benefits of such Deliverables, Work Product, Developed Material, Contractor Owned Material, or Services.
- (b) **Modification.** Modify the item(s) in question so that it is no longer infringing or enjoined (provided that such modification does not degrade the performance or quality of the Services or adversely affect OCA's intended use as contemplated by this Agreement).
- (c) **Replacement.** Replace such item(s) with a non-infringing or non-enjoined, as applicable, functional and qualitative equivalent acceptable to OCA.
- (d) **Discontinued Use.** If, despite Contractor's commercially reasonable efforts to effect the alternatives set forth in **Sections 16.5(a), (b), and (c)** above, the Parties determine that none of such alternatives are feasible, Contractor may discontinue its use of such infringing, potentially infringing or enjoined

Deliverables, Work Product, Developed Material, Contractor Owned Material, or Services; provided, however, that neither such right nor such discontinuation shall limit or expand OCA's rights or Contractor's obligations under this Agreement; nor shall such right or such discontinuation excuse any breach by Contractor of its obligation to provide the Services in a non-infringing and non-enjoined manner.

#### **16.6 Indemnification Procedures.**

With respect to claims which are subject to indemnification under this Agreement, the following procedures shall apply:

- (a) **Notice.** Promptly after receipt by any person or Entity entitled to indemnification under this Agreement of notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a claim in respect of which the OCA Indemnitee may seek indemnification hereunder, the OCA Indemnitee shall notify Contractor of such claim. No delay or failure to so notify Contractor shall relieve Contractor of its obligations under this Agreement except to the extent that Contractor has suffered actual prejudice by such delay or failure. Within fifteen (15) Business Days following receipt of notice from the indemnitee relating to any claim, but no later than five (5) Business Days before the date on which any response to a complaint or summons is due, Contractor may notify the indemnitee that Contractor elects to assume control of the defense and investigation of that claim (a "**Notice of Election**").
- (b) **Procedure Following Notice of Election.** If Contractor delivers a Notice of Election within the required notice period, Contractor shall immediately take control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to OCA to handle and defend the same, at Contractor's sole cost and expense; provided, however, THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Contractor does not deliver a Notice of Election relating to any claim within the required notice period, the OCA Indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. Contractor shall promptly reimburse the OCA Indemnitee for all such reasonable costs and expenses incurred by the OCA Indemnitee, including reasonable attorneys' fees.

## 16.7 Subrogation.

In the event that Contractor shall be obligated to indemnify an indemnitee pursuant to any provision of this Agreement, Contractor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

## 17. LIABILITY

### 17.1 General Intent.

Subject to the specific provisions and limitations of this **Article 17**, and to the extent allowed by applicable Laws, it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

### 17.2 Force Majeure.

- (a) **General.** Subject to **Section 17.2(c)**, no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, epidemics, pandemics, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of prudent planning, alternate sources, incident response plans, workaround plans or other means ("**Force Majeure Event**"). A strike, lockout or labor dispute involving Contractor Personnel shall not excuse Contractor from its obligations hereunder. Notwithstanding anything to the contrary in this **Section 17.2**, Contractor shall remain obligated to perform its obligations contained in **Section 7.3(a)**.
- (b) **Substitute Services; Termination.** If any Force Majeure Event has substantially prevented, hindered or delayed or is reasonably expected to substantially prevent, hinder or delay the performance by Contractor of Services necessary for the performance of critical OCA functions for longer than the recovery period specified in the applicable Disaster Recovery Plan or, if there is no such specified recovery period, twenty-four (24) hours, Contractor shall, unless and until otherwise directed by OCA, use commercially reasonable efforts to procure such Services from an alternate source at Contractor's expense for so long as the delay in performance shall continue, up to the Charges actually paid to Contractor for the Services with respect to the period of non-performance. In addition, if any Force Majeure Event substantially prevents, hinders or delays the performance by Contractor of Services necessary for the performance of critical OCA functions for more than five (5) Business Days, then OCA may, upon notice

to Contractor, terminate this Agreement in its entirety or any portion of the Services so affected (including portions that are no longer required if the impacted portion is terminated) as of the termination date specified in the notice.

- (c) **Disaster Recovery.** Upon the occurrence of a Force Majeure Event that prohibits the ability of OCA to provide critical business functions for some predetermined period of time, or any other event that is designated as a “Disaster” under the applicable Disaster Recovery Plan, Contractor shall promptly implement, as appropriate, the applicable business continuity and Disaster Recovery Plan and provide business continuity and Disaster Recovery Services, as described in the Disaster Recovery Plan.
- (d) **Payment Obligation.** If Contractor fails to provide Services in accordance with this Agreement due to the occurrence of a Force Majeure Event, all amounts payable to Contractor hereunder shall be equitably adjusted downward so that OCA is not required to pay any amounts for Services that OCA is not receiving, whether from Contractor or from an alternate source at Contractor’s expense pursuant to **Section 17.2(b)**. Contractor shall not have the right to additional payments or increased usage charges as a result of any force majeure occurrence affecting Contractor’s ability to perform.

### **17.3 Limitation of Liability.**

- (a) **Exclusions from Limitations.** EXCEPT AS PROVIDED IN THIS **SECTION 17.3**, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) **Liability Cap.** Except as limited by applicable Laws (including those provisions applying to governmental agencies under the constitution of the State), the total aggregate liability of either Party, for all claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall not exceed the greater of (i) Charges paid and payable by OCA to Contractor during the twenty-four (24) months preceding the date upon which the cause of action accrues hereunder or (ii) \$20,000,000. The foregoing shall not include any claims made to the applicable insurance policies set forth herein.
- (c) **Items Considered Subject to Liability Cap.** The following shall not be counted toward the liability exclusion or cap specified in **Sections 17.3(a)** or **17.3(b)**:

- (i) Service Level Reimbursements assessed against Contractor.
  - (ii) Amounts withheld by OCA in accordance with this Agreement due to incorrect Charges or Services not provided.
  - (iii) Amounts paid by OCA but subsequently recovered from Contractor due to incorrect Charges or Services not provided.
  - (iv) Invoiced Charges and other amounts that are due and owing to Contractor for Services under this Agreement.
- (d) **Acknowledged Direct Damages.** For the avoidance of doubt, the following shall be considered direct damages and neither Party shall assert that the following are indirect, incidental, collateral, consequential or special damages or lost profits to the extent they result directly from the breaching Party's failure to perform in accordance with this Agreement:
- (i) Costs and expenses of restoring, reloading, or notifying of any lost, stolen or damaged e-Filing Data.
  - (ii) Costs and expenses of implementing a work around in respect of a failure to provide the Services or any part thereof.
  - (iii) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source in excess of the Charges that would have been paid Contractor for such Services.
  - (iv) Fines, penalties, sanctions, interest or other monetary remedies incurred as a result of a failure to comply with applicable Laws.
  - (v) Service Level Reimbursements assessed against Contractor.
  - (vi) Lost discounts, late fees and/or interest charges incurred by OCA resulting from Contractor's breach of its obligations.

The absence of direct damages listed in this **Section 17.3(d)** shall not be construed or interpreted as an agreement to exclude it as a direct damage under this Agreement.

- (e) **Waiver of Liability Cap.** If, at any time, the total aggregate liability of Contractor for claims asserted by OCA under or in connection with this Agreement exceeds sixty percent (60%) of the applicable liability cap specified in **Section 17.3(b)** and, upon receipt of the request of OCA, Contractor refuses to waive such cap and/or increase the available cap to an amount at least equal to the original liability cap, then OCA may, upon notice, terminate this Agreement in its entirety as of the termination date specified in the notice.

## 18. DISPUTE RESOLUTION

### 18.1 Informal Dispute Resolution.

Subject to compliance with Chapter 2260, Texas Government Code, prior to the initiation of formal dispute resolution procedures with respect to any dispute, other than as provided in **Section 18.1(e)**, the Parties shall first attempt to resolve such dispute informally, as follows:

- (a) **Initial Effort.** The Parties agree that, following receipt of written notice by any of the Parties, the OCA Information Resources Manager and/or the OCA Project Manager, the Contractor Program Manager and/or the Contractor Project Manager, as applicable, shall attempt in good faith to resolve all disputes (other than those described in **Section 18.1(e)** or **19.7**). Upon the earlier to occur of (i) the OCA Information Resources Manager or the Contractor Program Manager concluding in good faith that amicable resolution through continued negotiation of a dispute does not appear likely and (ii) the fifteenth (15th) day following the date of the notice of dispute, either Party may refer the dispute for resolution to the senior executives specified in **Section 18.1(b)** upon notice to the other Party.
- (b) **Escalation.** Within five (5) Business Days of a notice under **Section 18.1(a)** referring a dispute for resolution to senior executives, the OCA Information Resources Manager and/or the OCA Project Manager, the Contractor Program Manager and/or the Contractor Project Manager, as applicable, shall each prepare and provide to the designated senior executives of Contractor and OCA, respectively, summaries of the non-privileged relevant information and background of the dispute, along with any appropriate non-privileged supporting documentation, for their review. The designated senior executives of each Party shall confer as often as they deem reasonably necessary in order to gather and furnish to the other all non-privileged information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The designated senior executives of each Party shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions shall be left to the discretion of the designated senior executives of OCA, but may include the preparation of agreed-upon statements of fact or written statements of position.
- (c) **Provision of Information.** During the course of negotiations under **Section 18.1(a)** or **(b)** above, all reasonable requests made by one Party to another for non-privileged information reasonably related to the dispute shall be honored in order that each of the Parties may be fully advised of the other's position. All negotiations shall be strictly confidential and used solely for the purposes of settlement or resolution. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in

any subsequent arbitration or litigation; provided, however, that the underlying facts supporting such materials may be subject to discovery.

- (d) **Prerequisite to Formal Proceedings.** Upon the earlier to occur of (i) the designated senior executives under **Section 18.1(b)** concluding in good faith that amicable resolution through continued negotiation of a dispute does not appear likely and (ii) the fifteenth (15<sup>th</sup>) day following the date of the notice provided under **Section 18.1(a)** referring the dispute to senior executives, then the Parties shall be entitled to discontinue negotiations and to seek to resolve the dispute through the dispute resolution process provided for in Chapter 2260, Texas Government Code, and OCA Rule Number 1, Texas Administrative Code Section 201.1(b).
- (e) **Equitable Remedies.** Notwithstanding the provisions and time periods specified in this **Section 18.1**, the Parties at any time may use formal proceedings pursuant to the process set forth in Chapter 2260, Texas Government Code, and OCA Rule Number 1, Texas Administrative Code Section 201.1(b), in order to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, (iii) address a claim arising out of the breach of a Party's obligations under **Article 12**, or (iv) pursue claims for injunctive relief with respect to a Party's obligations to the extent resulting in irreparable injury.

## 18.2 Jurisdiction.

Except as otherwise expressly provided in this **Article 18** or unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to OCA, each Party irrevocably agrees that any legal action, suit or proceeding brought by such Party in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Western District of Texas, Austin Division, or in the state courts of the State of Texas located in Travis County, Texas, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party; provided, however, that this Section shall not prevent a Party against whom any legal action, suit or proceeding is brought by the other Party in the state courts of the State of Texas from seeking to remove such legal action, suit or proceeding, pursuant to applicable federal Law, to the United States District Court for the Western District of Texas, Austin Division, and in the event an action is so removed each Party irrevocably accepts and submits to the jurisdiction of the aforesaid district court.

## 18.3 Continued Performance.

- (a) **General.** Each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided that this provision shall not operate

or be construed as extending the Term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein. For purposes of clarification, e-Filing Data may not be withheld by Contractor pending the resolution of any dispute.

- (b) **Non-Interruption of Services.** Contractor acknowledges and agrees that any interruption to the Services may cause irreparable harm to OCA and may adversely impact the ability of the State to carry out vital public safety and other governmental functions (including homeland security matters), in which case an adequate remedy at Law would not be available. Except to the extent expressly permitted under Chapter 2251, Texas Government Code, Contractor expressly acknowledges and agrees that at all times, including pending resolution of any dispute or controversy, it shall continue to perform under this Agreement and not directly or indirectly engage in any act or omission that may have a detrimental effect on provision of the Services to OCA under this Agreement.

#### **18.4 Governing Law.**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to the conflicts of law provisions. Nothing in this Agreement shall be construed to waive the State's sovereign immunity.

### **19. TERMINATION**

#### **19.1 Termination for Cause.**

- (a) **By OCA.** OCA may, upon written notice to Contractor, terminate this Agreement or the Statement of Work, in whole or in part, at any time, effective upon the termination date set forth in such termination notice, if Contractor:
- (i) commits a material breach of its obligations with respect to Deliverables or Services under the Statement of Work(s) and such breach is not cured, or is not capable of being cured, within the applicable timeframe for cure provided for herein or if not provided, within thirty (30) days after receipt of written notice of such breach from OCA;
  - (ii) signs this Agreement with a false statement or commits a material breach of any provision of this Agreement, including the violation of any of the representations, warranties, guarantees, certifications, affirmations, or covenants contained herein;
  - (iii) commits numerous breaches of its duties or obligations which collectively constitute a material breach of this Agreement and Contractor fails to do both of the following: (A) cure each such breach

within thirty (30) days of initial notice thereof; and (B) develop within ten (10) Business Days following initial written notice of breach from OCA a complete plan reasonably acceptable to OCA for curing the breach and correcting the deficiencies causing such breaches on a permanent basis; provided, however, that this **Section 19.1(a)(iii)** shall in no manner limit (A) OCA's right of termination pursuant to any other provision of **Section 19.1(a)**, or (B) Contractor's obligation to cure individual nonmaterial breaches of this Agreement;

- (iv) commits a material breach of **Section 14.8** of this Agreement;
  - (v) (1) files for bankruptcy, (2) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, or insolvency, (3) passes a resolution for its voluntary liquidation, (4) has a receiver or manager appointed over all or substantially all of its assets, (5) makes an assignment for the benefit of its creditors, or (6) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations;
  - (vi) fails to communicate with OCA as required by this Agreement; or
  - (vii) breaches its obligations under this Agreement with respect to e-Filing Data or OCA Confidential Information.
- (b) **By Contractor.** In the event that OCA fails to pay Contractor amounts due and owing in accordance with Chapter 2251, Texas Government Code that, in the aggregate, exceed three (3) Quarterly Charges by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, upon further notice to OCA specifying Contractor's intention to terminate this Agreement in accordance with this provision following an additional thirty (30) days, terminate this Agreement in its entirety as of the termination date specified in the further notice (provided that OCA has not cured the default prior to the effective date of termination). Contractor acknowledges and agrees that this **Section 19.1(b)** describes Contractor's sole right to terminate this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement.

## **19.2 Termination for Convenience.**

OCA may (without incurring any liabilities) terminate this Agreement or the Statement of Work, for any reason or no reason, in whole or in part, (a) if it is in the best interest of the State of Texas to do so, or (b) upon at least ninety (90) days' prior notice to Contractor, effective as of the termination date specified in such notice; provided, however, if OCA elects to terminate this Agreement or the

Statement of Work pursuant to this **Section 19.2** within six (6) months following the Effective Date, OCA shall pay to Contractor a Termination Charge.

### **19.3 Termination Upon Contractor Change of Control.**

In the event there is a change in control of Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement), or Contractor (or that portion of Contractor providing all or any portion of the Services under this Agreement) is merged with or into another Entity, then Contractor shall immediately provide OCA with written notice of such change in control. At any time within twelve (12) months following receipt of such written notice, OCA may terminate this Agreement, in whole or in part, upon at least ten (10) Business Days' prior notice to Contractor, effective as of the termination date specified in such notice. As used in this Agreement, "change in control" means (a) a sale of substantially all of the assets of Contractor, (b) a change in a majority of the management team, such as the board of directors, or (c) a direct or indirect change in beneficial ownership of 25% or more of the equity interest in Contractor.

### **19.4 OCA Rights Upon Contractor's Bankruptcy.**

- (a) **General Rights.** In the event of Contractor's bankruptcy or of the filing of any petition under bankruptcy Laws affecting the rights of Contractor which is not stayed or dismissed within thirty (30) days of filing, in addition to the other rights and remedies set forth herein, to the maximum extent permitted by Law, OCA shall have the immediate right to retain and take possession for safekeeping all e-Filing Data, OCA Confidential Information, OCA licensed Third Party Materials, OCA owned Materials, OCA owned Developed Materials and all other Materials, Equipment or Systems to which OCA is or would be entitled during the Term or upon the expiration or any termination of this Agreement. Contractor shall cooperate fully with OCA and assist OCA in identifying and taking possession of the items listed in the preceding sentence. OCA shall have the right to hold such e-Filing Data, Confidential Information, Materials, Equipment and Systems until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to OCA that they shall be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. Contractor and OCA agree that without this material provision, OCA would not have entered into this Agreement or provided any right to the possession or use of e-Filing Data, OCA Confidential Information or OCA Materials, Equipment and Systems covered by this Agreement.
- (b) **OCA Rights in Event of Bankruptcy Rejection.** Notwithstanding any other provision of this Agreement to the contrary and to the maximum extent permitted by applicable Laws, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the "**Bankruptcy Code**")) and

rejects this Agreement pursuant to Section 365 of the Bankruptcy Code (a “**Bankruptcy Rejection**”), then (i) any and all of the licensee and sublicensee rights of OCA arising under or otherwise set forth in this Agreement, including the rights of OCA referred to in **Section 13.1(e)**, shall be deemed fully retained by and vested in OCA as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor; (ii) OCA shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of OCA which arise after the expiration or any termination of this Agreement are determined by a bankruptcy court not to be “intellectual property rights” for purposes of Section 365(n) of the Bankruptcy Code, all of such rights shall remain vested in and fully retained by OCA after any Bankruptcy Rejection as though this Agreement were terminated or expired. OCA shall under no circumstances be required to terminate this Agreement, in whole or in part, after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this Agreement, including any of the rights of OCA set forth in **Section 13.1(e)**, unless and to the extent required by applicable Laws.

#### **19.5 Termination for Adverse Change in Contractor’s Financial Condition.**

If (i) Contractor receives a “going concern” explanation or qualification from its external auditor, (ii) Moody’s Investors Service lowers Contractor’s long term credit rating to Ba2 or lower, or (iii) Standard & Poor’s lowers Contractor’s long term credit rating to BB or lower and, in each case, in the reasonable opinion of OCA such change in the financial condition of Contractor may impair or otherwise compromise the ability of Contractor to perform its obligations under this Agreement, then OCA may, in its sole discretion, terminate this Agreement by giving Contractor at least thirty (30) days’ prior notice. With respect to the events described in (ii) or (iii) above, prior to exercising its right to terminate, OCA shall meet with Contractor within ten (10) Business Days following notification (or awareness) of such event and permit Contractor to submit to OCA a plan that comprehensively addresses OCA’s concerns related to Contractor’s ability to perform its obligations under this Agreement. If OCA, in its sole discretion, determines that the plan does not adequately address its concerns, OCA shall have the right to terminate this Agreement as described above.

#### **19.6 Step-In Rights.**

Without limiting OCA’s rights under **Section 19.1**, if Contractor commits a material breach that has a significant impact on the ability of OCA to conduct a critical aspect of its operations, and Contractor is unable to cure such breach within five (5) Business Days, OCA may, in addition to its other remedies at Law and in equity, obtain from a third party or provide for itself comparable services that shall allow OCA to conduct its operations until Contractor has cured the breach or this Agreement is terminated. Contractor shall reimburse OCA for all reasonable costs

and expenses of obtaining or providing such services during such period of non-performance. The express inclusion of this remedy in this **Section 19.6** does not limit OCA's right to use a similar remedy for other breaches by Contractor of this Agreement or limit OCA from any other remedy afforded to it under this Agreement.

### **19.7 Absolute Right.**

If Contractor becomes (i) listed on the prohibited vendors list authorized by Executive Order Number 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control, or (ii) suspended or debarred from doing business with the State or federal government as listed in the State of Texas Debarred Vendor List or the Excluded Parties List System maintained by the General Services Administration, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or, to the extent possible under applicable Law, in part, as of the termination date specified in the notice.

### **19.8 Lack of Sufficient Funds or Statutory Authority.**

If funding for OCA's obligations under this Agreement is reduced by Law or funds sufficient to pay Contractor for the Services provided hereunder are not appropriated by applicable governing bodies or otherwise made available by Law, then OCA may, upon at least thirty (30) days' prior notice to Contractor, decrease the amount and types of the Services in such manner and for such periods of time as OCA may elect. In such event, (i) the Charges shall be adjusted downward in proportion to the portion of the Services that Contractor shall not be providing, and (ii) the Parties shall negotiate equitable adjustments to the Service Levels if and to the extent that any resulting reductions in scope or volume of Services directly affects Contractor's ability to meet the Service Levels, provided that Contractor notifies OCA the extent to which it shall not be able to meet such Service Levels and uses commercially reasonable efforts to meet the Service Levels notwithstanding such reductions. OCA shall promptly notify Contractor if OCA believes that the necessary funding or authorizations shall not be obtained. If partial funding sufficient only for a portion of the Services shall be made available, the Parties may agree to perform their respective obligations relative to such Services, and this Agreement shall be amended accordingly. OCA is a State agency whose authority is subject to the actions of the State legislature. If funds sufficient to pay OCA's obligations under this Agreement are not appropriated by applicable governmental authorities or if OCA's statutory authority to enter into this Agreement is repealed by the State legislature or ruled unconstitutional by a court of competent jurisdiction, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice without penalty or charges to OCA. If OCA and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (a) render the continued provision of the Services impossible or unnecessary, (b) render this Agreement invalid, illegal

or otherwise unenforceable, (c) substantially decrease the amount and types of the Services or (d) terminate the appropriations for this Agreement, then OCA may, upon notice to Contractor, terminate this Agreement, in whole or in part, as of the termination date specified in the notice, without penalty to OCA.

### **19.9 General Termination Rights.**

- (a) **Partial Terminations.** If OCA chooses to terminate only a portion of this Agreement, the Charges shall be equitably adjusted downward in proportion to the portion of the Services that Contractor shall not be providing.
- (b) **Other Terminations.** In addition to the provisions of this Article, OCA may terminate this Agreement as expressly provided in this Agreement or under Law.

### **19.10 Effect of Termination.**

Following termination of this Agreement, in whole or in part, upon OCA's request, Contractor shall provide Termination Assistance Services directly to OCA, its successors or assigns and any of their designee(s) in accordance with **Section 4.3**. Except as specified in **Section 19.2**, termination of this Agreement shall not result in the payment of a Termination Charge or any other penalties, fees or charges, nor shall OCA incur any liabilities in connection with termination of the Agreement.

## **20. GENERAL**

### **20.1 No Waiver of Sovereign Immunity.**

The Parties expressly agree that no provision of this Agreement shall be construed as or constitute a waiver by OCA or the State of any immunities from suit or from liability that OCA or the State have by operation of law (whether constitutional or statutory, whether State or federal).

### **20.2 RFO Errors and/or Omissions.**

Neither Party shall take advantage of or exploit any errors and/or omissions in the RFO or the resulting Agreement. Each Party must promptly (but not more than two (2) days from the time in which said Party first becomes aware of any such situation) notify the other Party of any such errors and/or omissions that are discovered and reasonably agree to modifications consistent with the intent of the Parties as of the Effective Date of this Agreement.

### **20.3 Abandonment or Default.**

If Contractor abandons the Agreement, OCA reserves the right to cancel the Agreement without notice and either re-solicit and re-award the Agreement or take

such further action or no action in the best interest of the State, and Contractor shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the Specifications or scope of work significantly changes.

#### **20.4 Place of Performance.**

Unless otherwise agreed to in writing, all Services performed by Contractor, its Subcontractors and agents must be performed in the United States.

#### **20.5 Buy Texas.**

To the extent applicable and in accordance with Section 2155.4441 of the Texas Government Code, in the performance of the Services, Contractor shall purchase products in the State of Texas when they are available at a price and time comparable to products and materials produced outside the State of Texas.

#### **20.6 Binding Nature and Assignment.**

- (a) **Binding Nature.** This Agreement shall be binding on the Parties and their respective successors, permitted assigns, transferees, and delegates. Except in the instance of an assignment or transfer by OCA of all or any portion of this Agreement pursuant to **Section 20.6(b)**, the assigning Party shall remain liable for the performance of any assigned or transferred obligations hereunder.
- (b) **Assignment.** Contractor may not assign all or any portion of its rights under or interests in this Agreement (including by operation of law) or delegate, in whole or in part, any of its duties without the prior written consent of OCA, which consent will not be unreasonably conditioned, withheld or delayed; provided, however, in the event of a merger, acquisition, or purchase of substantially all of Contractor's assets, Contractor may assign this Agreement to (i) an Affiliate or (ii) a business entity that is capable of complying with and performing all obligations under this Agreement (including, if applicable, the parent company of such business entity); provided that notice to OCA of such assignment shall occur within two (2) Business Days of such assignment. OCA may, without the approval of Contractor, assign or transfer its rights or obligations under this Agreement, in whole or in part, to any other State agency as directed by the State legislature or as otherwise required under Law. The consent of a Party to any assignment of this Agreement shall not constitute such Party's consent to further assignment. Each party to whom an assignment or transfer is made must assume all or any part of Contractor's or OCA's interests in this Agreement, the Services, and any documents executed with respect to this Agreement, including its obligation for all or any portion of the payments due hereunder.

- (c) **Impermissible Assignment.** Any attempted assignment that does not comply with the terms of this Section shall be null and void *ab initio*; provided, however, that if Contractor assigns this Agreement in contravention of this Section by operation of Law, such assignment shall be voidable at the option of OCA.

## **20.7 Entire Agreement; Amendment.**

This Agreement, including any Exhibits and Attachments referred to herein or attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. This Agreement supersedes the RFO and all prior agreements, representations, warranties, promises, covenants, commitments, or undertakings, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver or discharge is sought to be enforced.

## **20.8 Notices.**

- (a) **Primary Notices.** Any notice, notification, request, demand or determination provided by a Party under this Agreement shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of OCA:

Office of Court Administration  
205 W. 14th St., Suite 600  
Austin, TX 78701  
Attention: Casey Kennedy, Director of Information Services

Office of Court Administration  
205 W. 14th St., Suite 600  
Austin, TX 78701  
Attention: Mena Ramon, General Counsel

In the case of Contractor:

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, Texas 75024

Attention: Rusty Smith

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Abigail Diaz, Chief Legal Officer

- (b) **Written Complaints.** In addition to other remedies contained in this Agreement, Contractor may direct its written complaints regarding OCA to the following office:

Office of Court Administration  
205 W. 14th St., Suite 600  
Austin, TX 78701  
Attention: David Slayton, Administrative Director

With a copy to the following which does not constitute notice:

Office of Court Administration  
205 W. 14th St., Suite 600  
Austin, TX 78701  
Attention: Casey Kennedy, Director of Information Services

Office of Court Administration  
205 W. 14th St., Suite 600  
Austin, TX 78701  
Attention: Mena Ramon, General Counsel

Jackson Walker  
100 Congress Avenue, Suite 1100  
Austin, TX 78701  
Attention: Jonathan Lass, Outside Counsel

- (c) **Notice of Change.** A Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which it shall become effective.

## **20.9 Counterparts.**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

## **20.10 Headings.**

The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

### **20.11 Relationship of Parties.**

Contractor, in furnishing Services hereunder, is acting as an independent contractor, and Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Contractor under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Contractor is not an agent of OCA and has no right, power or authority, expressly or impliedly, to represent or bind OCA as to any matters.

### **20.12 Severability.**

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or portion thereof) to any person, Entity or circumstance is held to be invalid, illegal or otherwise unenforceable in any respect by a final judgment, order of the State Office of Administrative Hearings or a court of competent jurisdiction, such provision shall be deemed to be void and unenforceable. Notwithstanding the preceding sentence, the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. By entering into this Agreement, OCA makes no representations or warranties regarding the enforceability of the terms of this Agreement and OCA does not waive any applicable Law that conflicts with the terms of this Agreement.

### **20.13 Consents and Approval.**

Except where expressly provided as being in the sole discretion of a Party, where any agreement, approval, acceptance, consent, confirmation, determination, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

### **20.14 Waiver of Default; Cumulative Remedies.**

- (a) **Waiver of Default.** A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers must be in writing and signed by the Party waiving its rights.
- (b) **Cumulative Remedies.** Except as expressly set forth herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at Law, in equity or otherwise. The election by a Party of any remedy provided for in this

Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at Law, in equity, by contract or otherwise.

#### **20.15 Survival.**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

#### **20.16 Publicity.**

- (a) Except as provided in **Section 20.16(b)**, Contractor shall not use the name of OCA or the State, or refer to OCA directly or indirectly in any media release or public announcement, relating to this Agreement or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to OCA, an administrative agency of the State, or the federal government).
- (b) Except with prior written consent of OCA, Contractor shall not publish any media release or public announcement relating to this Agreement or its subject matter, including but not limited to, in any promotional or marketing materials, business presentations (other than as required by OCA under this Agreement or by applicable law), or results of Contractor's performance under this Agreement. Contractor shall provide OCA a copy of any such pre-approved publication not less than five (5) Business Days prior to its intended public release. Contractor shall provide additional copies at the request of OCA. Notwithstanding the foregoing, Contractor may use OCA's name in any client lists.

#### **20.17 Service Marks.**

Contractor agrees that it shall not, without OCA's prior written consent, use any of the names, service marks or trademarks of OCA in any of its advertising or marketing materials.

#### **20.18 Export.**

The Parties acknowledge that certain Equipment, Materials and technical data to be provided hereunder and certain transactions hereunder may be subject to export controls under the Laws of the United States, the European Union, the United Nations and other jurisdictions. Without limiting the Parties' obligations under **Section 14.10**, no Party shall export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws and, to the extent within Contractor's control, Contractor shall be

responsible for, and shall coordinate and oversee, compliance with such export Laws in respect of such items exported or imported hereunder.

#### **20.19 No Third Party Beneficiaries.**

This Agreement is entered into solely between, and may be enforced only by, OCA and Contractor and shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

#### **20.20 Covenant Against Pledging.**

Contractor agrees that, without the prior written consent of OCA, it shall not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement for any reason whatsoever. To the extent OCA permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from OCA under this Agreement, (i) Contractor shall continue to be OCA's sole point of contact with respect to this Agreement, including with respect to payment, and (ii) the person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall not be considered a third party beneficiary under this Agreement and shall not have any rights or causes of action against OCA.

#### **20.21 Solicitation and Hiring of Employees.**

Subject to applicable Laws, and except as expressly set forth herein, during the Term and for a period of twelve (12) months thereafter, Contractor shall not directly or indirectly recruit for employment in a position involved in the performance of Contractor's obligations under this Agreement, any employees of OCA without the prior approval of OCA. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

#### **20.22 Further Assurances.**

Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

#### **20.23 Liens.**

Contractor shall not file, or by its action or inaction permit one of the Contractor Personnel to file, any liens on or against property or realty of OCA. In the event that any such liens arise as a result of Contractor's action or inaction, Contractor shall obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so,

OCA may, in its sole discretion, pay the amount of such lien, and/or deduct such amounts from payments due to the Contractor.

#### **20.24 Covenant of Good Faith, Commercially Reasonable Efforts.**

Each Party agrees that, in its performance of, and in its respective dealings with the other Party under or in connection with this Agreement, it shall at all times (i) act in good faith, and (ii) use commercially reasonable efforts (except where a higher standard is set forth in this Agreement).

#### **20.25 Acknowledgment.**

The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, with the assistance of legal counsel, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

#### **20.26 References.**

Unless otherwise directed by OCA, Contractor shall name OCA as a reference no less than five (5) times per Contract Year for those prospective Contractor customers who are governmental agencies within the United States. Notwithstanding **Section 12.1**, but subject to appropriate confidentiality arrangements and applicable Law, Contractor acknowledges and agrees that OCA may freely discuss all aspects of Contractor's performance and OCA's satisfaction with such performance with prospective Contractor customers. Contractor shall provide such prospective Contractor customers with appropriate OCA contact information.

*[Signature Page to Follow]*

**Authority to Execute.**

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

Texas Office of Court Administration

Tyler Technologies, Inc.



Russell Smith (Dec 24, 2020 10:23 CST)

\_\_\_\_\_  
David Slayton  
Administrative Director

\_\_\_\_\_  
Russell Smith  
President of Courts and Justice Division

12/23/2020

12/24/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit 1 - Definitions**  
**Master Services Agreement**  
**OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
Accept, Acceptance, or Accepted	Means OCA's written acceptance of any Deliverable, which may be given or withheld in accordance with the Agreement.
Affiliate	Means with respect to an Entity, any other Entity that directly or indirectly controls, is controlled by, or is under common control with that Entity at the time in question.
Agreement	Means the final version of the Master Services Agreement between OCA and Contractor relating to the subject matter of the RFO, to which this <b><u>Exhibit 1</u></b> is attached.
Assistance Event	Means (i) any termination (in whole or in part) under, or the expiration of, the Agreement, or (ii) the discontinuance of the provision of the Services (in whole or in part) in respect of OCA.
Audit Period	Has the meaning given in <b><u>Section 9.1(a)</u></b> of the Agreement.
Authorized User(s)	Means, unless otherwise indicated, all Courts and any individual, system or Entity authorized to access, use or file Documents and use the Services provided by Contractor under the Agreement.
Available	Means the Services are accessible and available to Authorized Users in accordance with the Specifications and Service Level Agreement.
Bankruptcy Code	Has the meaning given in <b><u>Section 19.4(b)</u></b> of the Agreement.
Bankruptcy Rejection	Has the meaning given in <b><u>Section 19.4(b)</u></b> of the Agreement.
Baseline Schedule	Means the approved version of a project schedule set forth in the Statement of Work that can be changed only through formal change control procedures and is used as a basis for comparison to actual results.
Benchmarker	Has the meaning given in <b><u>Section 9.2(a)</u></b> of the Agreement.
Business Day	Means each day from Monday through Friday 7:00 a.m. through 6:00 p.m. (Central Time), excluding national holidays as defined by Tex. Gov't Code § 662.003(a).
Cardholder Data	Means any personally identifiable information associated with the holder of a credit or debit card.

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
Change Request	Means a written instrument in a mutually agreed upon form that states a change in or an addition to any Contractor's obligation under the Agreement.
Charges	Means the charges and fees for Contractor's provision of the Services and the charges and fees for the Deliverables.
CJIS	Means the security policies promulgated by the Criminal Justice Information Services Division of the Federal Bureau of Investigation, and which are applicable to Contractor based on the Services provided under the Agreement.
Commencement Date	Means 12:00 a.m., Central Time, on the day following the date of the first site deployed into production, or such other date as the Parties may agree upon in writing.
Confidential Information	Means (i) all information marked confidential, restricted or proprietary by either Party, (ii) any certain non-public, sealed or redacted e-Filing Data and (iii) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked. Contractor's Confidential Information shall not include Confidential Information of OCA; provided, however, that characterization of information as Confidential Information of Contractor shall not limit or restrict the rights of OCA to exercise its rights (including rights related to auditing and benchmarking) provided for under the Agreement.
Contract Records	Has the meaning given in <b><u>Section 9.1(a)</u></b> of the Agreement.
Contract Year	Means each OCA fiscal year comprising of a twelve (12) month period commencing on the Commencement Date and each twelve (12) month period thereafter during the Term. If any Contract Year is less than twelve (12) months, the rights and obligations under the Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period.
Contractor	Has the meaning set forth in the preamble to the Agreement.
Contractor Laws	Has the meaning given in <b><u>Section 14.10(e)</u></b> of the Agreement.
Contractor Owned Materials	Means all physical and intellectual property rights in and to Contractor's proprietary information, confidential information, and

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
	Deliverables, whether developed under this Agreement or otherwise, but does not include data and output of any Reports.
Contractor Personnel	Means those employees, representatives, contractors, Subcontractors, and agents of Contractor assigned to provide Services under the Agreement.
Contractor Program Manager	Means the Contractor representative, designated by Contractor in accordance with <b>Section 6.2</b> , responsible for both the day-to-day relationship with OCA as well as the delivery of all Services to OCA.
Contractor Project Manager	Means the Contractor representative, designated by Contractor in accordance with <b>Section 6.1</b> of the Agreement to manage the Implementation Services.
Contractor Sites	Means, individually and collectively, the facilities owned or leased by Contractor (or its Affiliates or Subcontractors) from which Contractor (or its Affiliates or Subcontractors) provides any Services.
Corrective Action Plan	Means a written action plan prepared by Contractor that contains any information deemed necessary by Contractor, in its sole discretion, to reasonably inform OCA of any problem or situation.
Courts	Has the meaning given in the recitals to the Agreement.
Deliverable	Means any Material, Software, or System owned by Contractor that constitutes a pay point and is developed for, on behalf of, or provided to OCA in the course of Contractor's performance of the Statement of Work or a Change Request.
Deliverable Expectation Document	Means the Deliverable Expectation Document provided by Contractor to OCA that defines the approach and criteria for satisfactory completion and approval of all Deliverables.
Developed Material	Means any Materials or any modifications, enhancements, improvements, upgrades or derivative works of Materials that are developed pursuant to the Agreement or otherwise paid for by OCA under the Agreement, which shall be solely owned by Contractor.
DIR	Means the Department of Information Resources.
Disaster Recovery Plan	Means the Disaster Recovery & Business Continuity Plan, as attached to the Statement of Work in <b>Exhibit 2</b> to the Agreement.
Disclosing Party	Means a Party disclosing Confidential Information to the Receiving Party as permitted under the Agreement.

## Exhibit 1 to OCA MSA No. 212-20-0385

<b>Term</b>	<b>Definition</b>
Effective Date	Has the meaning given in the preamble of the Agreement.
eFileTexas	Has the meaning given in the recitals to the Agreement.
eFileTexas 2.0	Has the meaning given in the recitals to the Agreement.
e-Filing Data	Means any data, metadata or information of or regarding either OCA or any Authorized User that is provided to or obtained by Contractor in connection with the performance of Contractor's obligations under the Agreement. e-Filing Data includes Cardholder Data and any data and information with respect to the constituency of any Authorized User. e-Filing Data also includes (i) any data filed or used in connection with the Services, including any complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, and petitions, (ii) any and all other legal documents filed with, processed through, or used in or with the Services, (iii) any data that resides in or is accessed through Software, Equipment or Systems provided, operated, supported, or used by Contractor in connection with the Services, as well as information derived from this data and information, or (iv) any metadata in connection with the provision of the Services.
e-Filing Personal Data	Means that portion of e-Filing Data (including such data that pertains to Authorized Users) that (i) is subject to any Privacy Laws (including, but not limited to, information which OCA discloses that consists of personal Confidential Information); (ii) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (iii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, answers to security questions, or other personal identifiers).
Entity or Entities	Means a governmental body, agency, unit or division, corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association, or other organization or entity.
Equipment	Means the computer, telecommunications, and facility-related hardware, equipment, and peripherals (and all modifications, replacements, upgrades, enhancements, documentation, materials, and media related thereto) that are used in connection with the Services by Contractor.

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
Fiscal Quarter	OCA Fiscal Quarters end on November 30, February 28 or 29, May 31 and August 31.
Force Majeure Event	Has the meaning given in <b><u>Section 17.2(a)</u></b> of the Agreement.
Highly-Sensitive Personal Information	Means an individual's (i) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); or (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account.
Historically Underutilized Business(es) ("HUB")	Shall have the meaning given to such term by the Texas Comptroller of Public Accounts.
Historically Underutilized Business Subcontracting Plan ("HSP")	Means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to state agency contracts with an expected value of \$100,000 or more where subcontracting opportunities have been determined by the state agency to be probable. The HSP subsequently becomes a provision of the awarded contract, and shall be monitored for compliance by the state agency during the term of the contract.
Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA")	Has the meaning given in <b><u>Section 14.7(q)</u></b> of the Agreement.
Implementation Failure Event	Has the meaning set forth in <b><u>Section 4.1(e)(ii)</u></b> of the Agreement.
Implementation Services	Means the transition activities, functions and Deliverables described in the Statement of Work, and such other tasks as are necessary to enable Contractor to provide the Services.
Income Tax	Means any tax on or measured by the net income of a Party (including taxes on capital, net worth or revenue that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences,

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
	alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax, or franchise tax for the privilege of doing business.
Initial Term	Has the meaning given in <b><u>Section 3.1(a)</u></b> of the Agreement.
Integration Partners	Entities that integrate with Contractor's Software.
Intellectual Property Right	Means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, privacy, proprietary, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
IRS	Means the Internal Revenue Service, a division of the U.S. Treasury Department responsible for collecting taxes.
Laws	Means all federal, state and local laws, statutes, ordinances, and regulations in effect as of the Effective Date.
Losses	Means all costs, losses, liabilities, damages (including punitive and exemplary damages), fees (including attorneys' fees), fines, penalties, settlements, judgments, interest and claims (including taxes), in each case that a court may award to a Party or Third Party or which are otherwise included in the amount payable to a Party or Third Party and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties), as incurred.
Malicious Code	Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code.
Malicious Code Recovery Services	Has the meaning given in <b><u>Section 14.9</u></b> of the Agreement.
Materials	Means all reports, management plan, issue management plan, project deployment plan, project schedule, configuration plan, stakeholder

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
	outreach, communication plan, any other plans, artifacts, formulae, algorithms, processes, process improvements, procedures, designs, concepts, methodologies, trade secrets, technology, Software (in both object and source code form), databases, Specifications and all records thereof, including documentation, design documents and analyses, interface documentation, studies, tools, plans, models, flow charts, reports and drawings.
New Services	Means services requested by OCA or required by applicable Laws (without limiting the obligation of the Parties under <b>Section 4.4</b> of the Agreement) that are within the scope of the RFO and (i) that are different from the Services, (ii) that require materially different levels of effort or resources from Contractor to provide the Services, and (iii) which are not required for Contractor to meet the Service Levels. For the avoidance of doubt, New Services shall not include (a) increases in the volume of Services, or (b) the disaggregation of an existing service from the Statement of Work.
Notice of Election	Has the meaning given in <b>Section 16.6(a)</b> of the Agreement.
OAG	Means the Office of the Texas Attorney General.
Office of Court Administration (“OCA”)	Has the meaning given in the preamble to the Agreement.
OCA Auditors	Has the meaning given in <b>Section 9.1(b)</b> of the Agreement.
OCA Code of Ethics	Means OCA’s ethics code and policies, including the conflicts of interest and sanctions rules and policies.
OCA Confidential Information	Means Confidential Information of OCA and includes e-Filing Data, attorney-client privileged materials, attorney work product, research information, information that contains trade secrets, human resources and personnel information, or other information or data obtained, observed, received, transmitted, processed, stored, archived or maintained by Contractor under the Agreement.
OCA Contractor(s)	Means any third party providing services to OCA (including the former or future outsourcing service provider).
OCA Indemnitees	Has the meaning given in <b>Section 16.1</b> of the Agreement.

## Exhibit 1 to OCA MSA No. 212-20-0385

<b>Term</b>	<b>Definition</b>
OCA Information Resources Manager	Means the individual to whom all Contractor communications concerning this Agreement may be addressed, designated by OCA.
OCA Standard(s)	Means (A) the standards, policies, practices, processes, procedures and controls that Contractor has agreed to adhere to in the performance of the Services, including those identified in the Agreement, and (B) the associated IT technologies architectures, standards, products and systems to be provided, operated, managed, supported and/or used by Contractor in connection therewith.
Party and Parties	Has the meaning given in the recitals to the Agreement.
Peer Group	Means a representative sampling of other outsourced arrangements that share substantially similar attributes to OCA with respect to size, scope and nature of overall services or components of the services, geographic scope of overall services or components of the services, quality standards and service levels, technology, contract terms (to the extent available to the Benchmarker) and payment and service level credit structure for the applicable Services under the Agreement. Each such sample within the Peer Group is deemed a "Peer".
Privacy Laws	Means Laws relating to data privacy or data protection in effect as of the Effective Date.
Problem	Means any material problem, including any (i) Security Incident, (ii) failure to deliver any Services, (iii) failure to deliver any Service Levels, (iv) situation that has negatively impacted the maintenance of OCA's internal controls or compliance with OCA's physical or information security, operations, and any policies, procedures, or services described in this Agreement, the Statement of Work or work authorization, or applicable Laws; or (v) situation that has had or which Contractor knows will have any adverse impact on the Services (including, but not limited to any failure by Contractor to comply with its obligations under this Agreement, any delay in delivery or performance, change in control or change in legal form of the Contractor, or infringement of third-party rights or any claim made by a third-party in respect of such rights).
Production Services	Means all Services in connection with hosting, operating, administrating, supporting, maintaining and providing OCA and Authorized Users with access to an electronic filing System, a document access System, a redaction System, a forms assembly

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
	System, and other services as may be specified in the Statement of Work or by OCA through any Accepted Change Requests.
Quality Assurance	Means the actions, planned and performed, to provide confidence that all processes, Systems, Equipment, Software, and components that influence the quality of the Services are working as expected individually and collectively.
Quarterly Charges	Means Charges due and owing in any quarter during the Term, including, to the extent applicable, payments for Services.
Quarterly Invoice	Has the meaning given in <b><u>Section 11.1(b)</u></b> of the Agreement.
Receiving Party	Means a Party receiving Confidential Information of the other Party.
Renewal Term	Has the meaning given in <b><u>Section 3.1(b)</u></b> of the Agreement.
Reports	Has the meaning given in <b><u>Section 7.1(a)</u></b> of the Agreement.
Request for Offer (“RFO”)	Has the meaning given in the recitals of the Agreement.
Required Consents	Means the consents (if any) required to be obtained (i) to assign or transfer to Contractor OCA licensed Third Party Materials, Third Party Contracts, Equipment leases or acquired assets (including related warranties); (ii) to grant Contractor the right to use and/or access the OCA licensed Third Party Materials or Third Party Contracts; (iii) to grant OCA and/or its designee(s) the right to use and/or access the Contractor Owned Materials, Third Party Materials and Equipment acquired, operated, supported, used, or required to be used by Contractor in connection with providing the Services; (iv) to assign or transfer to OCA and/or its designee(s) any Developed Materials to the extent provided in the Agreement; (v) to assign or transfer to OCA and/or its designee(s) Contractor Owned Materials, Third Party Materials, Third Party Contracts, Equipment leases or other rights following the Term to the extent provided in the Agreement; and (vi) all other consents required from third parties in connection with Contractor’s provision of, and OCA’s receipt and use of, the Services and Contractor’s performance of its obligations under the Agreement.
Response	Has the meaning given in the recitals of the Agreement.
Root Cause Analysis	Means the formal process to be used by Contractor to investigate and/or address and correct any Problem so that effective corrective action can be taken.

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
Scheduled Downtime	Has the meaning given in <b><u>Section 7.4(c)</u></b> of the Agreement.
Secondary Backup Facility	Has the meaning given in <b><u>Section 7.3(i)</u></b> of the Agreement.
Security Incident	Means a confirmed breach of Contractor's System caused by Contractor's failure to adhere to the security standards set forth in this Agreement that results in the disclosure of e-Filing Data or e-Filing Personal Data.
Service Level Agreement	Means the Service Level Agreement set forth in <b><u>Exhibit 3</u></b> to the Agreement and its related attachments.
Service Level Reimbursements	Means the monetary amounts that the Contractor shall be obligated to pay to OCA, as more detailed in in the Service Level Agreement.
Service Level Requirements	Means the Service Level Requirements set forth in the Service Level Agreement.
Service Levels	Means, individually and collectively, any of the following: the quantitative and qualitative performance standards for the Services, the error severity levels and corresponding required service level responses, response times, resolution, and resolution times as set forth in the Service Level Agreement and the Service Level Requirements set forth therein.
Service Taxes	Means all sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by OCA from Contractor, excluding Income Taxes.
Services	Means all services, functions and responsibilities to be performed by Contractor under the Agreement and the Statement(s) of Work, including, but not limited to, all services in connection with developing, operating, maintaining and transitioning an electronic filing System, a document access System, a redaction System, a forms assembly System, all Production Services, Implementation Services, Disaster Recovery Services (as described in the Disaster Recovery Plan), any New Services, and Termination Assistance Services.
Software	Means all Materials consisting of software programs and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), including

## Exhibit 1 to OCA MSA No. 212-20-0385

Term	Definition
	antivirus software, application software, development tools and system software.
Specifications	Means the technical, design and/or functional specifications in OCA's description of any Services, or otherwise agreed upon in writing by the Parties.
State	Means the State of Texas, unless expressly stated otherwise.
Statement of Work	Means the statement of work, as amended, modified, or supplemented by any Change Requests that have been Accepted pursuant to the terms of the Agreement, including the initial statement of work set forth in <b><u>Exhibit 2</u></b> to the Agreement and its related attachments.
Subcontractors	Means subcontractors (of any tier) of Contractor, including Affiliates of Contractor, performing Services under the Agreement pursuant to <b><u>Section 7.5</u></b> of the Agreement.
System	Means an interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, upgrades or enhancements to such System. Systems shall include all Systems in use or required to be used as of the Commencement Date, all additions, modifications, substitutions, upgrades, or enhancements to such Systems and all Systems installed or developed by or for OCA or Contractor during the Term.
Term	Has the meaning set forth in <b><u>Section 3.1(b)</u></b> of the Agreement.
Termination Assistance Plan	Has the meaning set forth in <b><u>Section 4.3(c)</u></b> of the Agreement.
Termination Assistance Services	Has the meaning set forth in <b><u>Section 4.3</u></b> of the Agreement.
Third Party	Means, whether or not capitalized, a legal Entity, company, or person(s) that is not a Party to the Agreement, and is not an Affiliate of a Party.
Third Party Materials	Means Materials that are owned by Third Parties, including any Subcontractors that are Third Parties, and provided under license or lease to Contractor or OCA and that (i) have been or will be used to provide or receive the Services, (ii) are in use or required to be used as

## Exhibit 1 to OCA MSA No. 212-20-0385

<b>Term</b>	<b>Definition</b>
	of the Commencement Date, or (iii) constitute programs or programming licensed and/or leased to OCA or Contractor during the Term.
Warranty Period	The Term of the Agreement.
Work Product	Means (i) all reports and plans, including business requirements documents, design documents, manuals, training and knowledge transfer materials and documentation, and (ii) any literary works and other works of authorship created under the Agreement that express, embody or execute or perform a function, method or process that is specific to the business of OCA, all of which shall be owned in their entirety by Contractor.



**Exhibit 2 – Statement of Work  
Master Services Agreement  
OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**

This Statement of Work (“SOW”) adopts and incorporates by reference the terms and conditions of the Master Services Agreement OCA Contract No. 212-20-0385 (the “Agreement”), which was effective on the Effective Date, between the Texas Office of Court Administration (“OCA”), on behalf of the State of Texas, with its principal place of business at 205 W. 14<sup>th</sup> St., Suite 600, Austin, Texas 78701, and Tyler Technologies, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 5101 Tennyson Parkway, Plano, Texas 75024. This SOW is effective beginning on the Effective Date and will remain in effect during the Term of the Agreement, unless earlier terminated in accordance with the Agreement. Services performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Agreement, and any applicable Change Request. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

**1. Implementation Services**

**1.1. Project Initiation**

**Contractor will work with necessary parties to implement an expedient, seamless and minimally disruptive transition of services from the incumbent eFileTexas vendor to the Contractor’s environment in advance of the current eFileTexas contract expiration. The Contractor will be responsible for transition planning activities for eFileTexas 2.0.**

<b>High Level Activities</b>	
<p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> <li><b>Project Preparation</b> – Conduct planning meetings with OCA and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for the project.</li> <li><b>Conduct Project Kickoff</b> – Conduct a project kickoff meeting with key stakeholders within thirty (30) days of Agreement execution. The kickoff meeting will provide an overview of the project objectives, plans, scope and schedule, introduce the Contractor’s project team and roles and responsibilities, and outline project start-up procedures.</li> <li><b>Perform Ongoing Project Management Responsibilities</b> – To be defined in the Project Management Plan, includes providing weekly project plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Contractor’s Project Manager shall participate in Project Steering Committee meetings and JCIT quarterly meetings as required.</li> <li><b>Develop Deliverable Expectation Documents (DEDs)</b> - Define the approach and criteria for satisfactory completion and approval of all deliverables defined in this SOW.</li> </ol>	
<b>Associated Artifacts</b>	<b>Major Components</b>
<p><b>Project Management Plan</b></p>	<p>Contractor shall create and deliver to OCA, within thirty (30) days after the Effective Date, the Project Management Plan and shall maintain such Project Management Plan which describes the overall project management approach and sets forth the Baseline Schedule throughout the lifecycle of the eFileTexas 2.0 project. The Project Management Plan will define the following (at a minimum):</p>

Associated Artifacts	Major Components
	<p><b>1) Project Kickoff Materials</b> – Contractor shall provide project kickoff materials and facilitate a project kickoff meeting to share key project information for stakeholders to have a thorough understanding of the project, a clear sense of key dates and deliverables, and an appreciation for the project’s goals to achieve expected business outcomes.</p> <p><b>2) Risk and Issue Management Plans &amp; Logs</b> – Contractor shall create and maintain a Risk and Issue Management Plan, Escalation Plan, and Risk and Issue Register (which must comply with the requirements of the Texas Project Delivery Framework in compliance with the Texas Government Code Chapter 2054).</p> <p><b>3) Integrated Change Management Plan</b> – The Integrated Change Management Plan will outline the process for identifying, evaluating, authorizing and implementing proposed changes in requirements, schedule, and budget, as well as Software design and acceptance criteria.</p> <p>a) For change management, a change is defined as any modification within the scope of the RFO that is reasonably related to the SOW content including any content in all SOW appendices, such as the Requirements Traceability Matrix (RTM). If a potential change is identified by a member of the project team, including the Contractor or OCA (or other internal/external stakeholder), then the change management process outlined below shall be used to initiate a formal Change Request. Similarly, whenever significant deviations are anticipated or reported against implementation processes, schedule or cost, a Change Request is required to re-baseline the project.</p> <p>b) Change Requests can be initiated at any stakeholder level and may or may not require a formal Agreement change depending upon its scope. Either OCA or Contractor may initiate a Change Request for a desired process change, additional funding, and/or a longer timeline as conditions may change on the project over time.</p> <p>c) During the project, all potential Change Requests must be brought to the Steering Committee (“SC”) that is composed of key stakeholders from the Texas Judiciary and OCA executive staff and facilitated by the OCA Project Manager. The SC serves as the “Change Control Board” for this project. The Change Request must contain, at a minimum, the description of the change, the schedule to implement the change, and a fixed price based on the number of hours required.</p>

Associated Artifacts	Major Components
	<p>d) The SC is responsible for making decisions on approval/rejection and subsequent prioritization and timing of all Change Requests.</p> <p>e) When the SC reviews Change Requests, the SC may approve the Change Request, consider alternatives, direct the project team to do more research, reject the Change Request and continue the project, or reject the Change Request and request a different change. The SC considers whether the Change Request undermines or supports the project benefits or the project alignment with OCA's major goals, strategy, budget, and/or direction.</p> <p><b>4) Project Deployment Plan (e.g., transition planning to finalize phased rollout details) –</b></p> <p>a) Contractor shall conduct transition planning workshops with OCA during project initiation and planning activities in order to finalize the approach for deploying the Software into production, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives. Key deployment planning activities required by the Contractor include (at a minimum):</p> <ul style="list-style-type: none"> <li>i) Conduct a review of the current environment.</li> <li>ii) Perform analysis of phasing alternatives with OCA, EFSPs, Courts, and CMS vendors.</li> <li>iii) Identify high risk transition areas and impact, develop mitigation strategies, and identify recommended mitigation actions and report results to OCA related to the phasing decisions.</li> <li>iv) Any ongoing risks, based on finalization of phasing approach, must be tracked in the Risk Log.</li> <li>v) Any decisions that impact the schedule must be documented in the project schedule.</li> <li>vi) Any cutover consideration(s) must be documented in the final Cutover Plan.</li> </ul> <p>b) Using the information gathered through the transition planning workshops, the Contractor will develop the Project Deployment Plan.</p> <ul style="list-style-type: none"> <li>i) Contractor will develop, update, maintain, and revise as necessary a detailed Project Deployment Plan for the selected phasing alternative that includes the approach, activities, milestones, schedule and schedule dependencies, risk identification and mitigation strategies, and pre-cutover readiness assessment activities.</li> </ul>

Associated Artifacts	Major Components
	<ul style="list-style-type: none"> <li>c) Once OCA has approved the Project Deployment Plan, the Contractor shall finalize the project schedule that outlines the key project phases, tasks, activities, dependencies, budgeted hours, assigned resources, and deliverables for deployment of the statewide eFiling system. The schedule shall clearly define estimated resource hours associated with each task. (See Step 5 below).</li> <li>d) Contractor shall also provide a finalized project organization chart.</li> </ul> <p><b>5) Baseline Project Schedule</b> – Contractor shall create and maintain a work plan and a Baseline Schedule, including Gantt chart(s) and a project calendar in Microsoft Project that is developed and maintained in accordance with industry best practices. The work plan will reflect any changes from the Baseline Schedule originally agreed to during the project initiation and be updated/published on a weekly basis. The Baseline Schedule will include the following components (at a minimum):</p> <ul style="list-style-type: none"> <li>a) A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Contractor.</li> <li>b) Resources (OCA, Other Stakeholders, Contractor, and third-party vendors) assigned to each activity and their required level of effort.</li> <li>c) A list of all required project deliverables tied to the appropriate project milestones.</li> <li>d) Identification of all key Project Milestones.</li> <li>e) Deliverable approval periods compliant with OCA's DED process as described in the following section Deliverable Expectation Documents.</li> <li>f) A critical path analysis and reporting process.</li> </ul> <p><b>6) Configuration Management Plan</b> – Contractor shall create a Configuration Management Plan that describes the following (at a minimum):</p> <ul style="list-style-type: none"> <li>a) Approach for managing programming changes, third-party software, and configuration settings made in the system, including testing, final approval of deployment, and deployment.</li> <li>b) Documentation of the system configuration, including references to system tables where appropriate.</li> <li>c) History of configuration changes, including references to system-provided change logs if available.</li> </ul>

Associated Artifacts	Major Components								
	<p>d) Detailed specifications for all system changes/customizations.</p> <p>e) Contractor shall create a Configuration Items Log that captures configuration items in a register (including identified baselines) that complies with the requirements of the Texas Project Delivery Framework as set forth in the Texas Government Code, Chapter 2054.</p> <p><b>7) Stakeholder Outreach and Communication Plan –</b>                      Contractor shall describe its approach for outreach to eFileTexas 2.0 stakeholder groups to ensure a successful transition to the Software and after cutover is complete. The Stakeholder Outreach and Communication Plan applies specifically to stakeholder groups that are outside of OCA but are impacted by eFileTexas 2.0. The Stakeholder Outreach and Communication Plan must include the following elements (at a minimum):</p> <p>a) <u>Summary of Plan</u>: Description of the methodology or approach that the Contractor will use to engage with the identified stakeholder groups.</p> <p>b) <u>Communication Channels</u>: Information related to the type of communication channels that the Contractor intends to use.</p> <p>c) <u>Tools or measures to assess progress</u>: Information on how the Contractor intends to measure progress and any tools required.</p> <p>d) <u>Established timeline</u>: Timeline for outreach activities.</p> <p>e) <u>Stakeholder Engagement Table</u>: Submit the following table of proposed methods of outreach and involvement for various stakeholders:</p> <p><b><i>Stakeholder Outreach Plan Template</i></b></p> <table border="1" data-bbox="626 1415 1414 1856"> <thead> <tr> <th data-bbox="626 1415 833 1514">Methods of Engagement</th> <th data-bbox="833 1415 1023 1514">Stakeholder</th> <th data-bbox="1023 1415 1222 1514">Purpose</th> <th data-bbox="1222 1415 1414 1514">Level of Involvement</th> </tr> </thead> <tbody> <tr> <td data-bbox="626 1514 833 1856">                             &lt;Insert methods of engagement&gt;                               For example:                              Recorded webinar                         </td> <td data-bbox="833 1514 1023 1856">                             &lt;Identify stakeholder group&gt;                               For example:                              Texas Bar Association                         </td> <td data-bbox="1023 1514 1222 1856">                             &lt;Insert purpose of the engagement&gt;                               For example:                              Awareness of new State EFSP protocols                         </td> <td data-bbox="1222 1514 1414 1856">                             &lt;Estimate duration of involvement &gt;                               For example:                              Recorded webinar available one month prior to go live                         </td> </tr> </tbody> </table>	Methods of Engagement	Stakeholder	Purpose	Level of Involvement	<Insert methods of engagement>  For example: Recorded webinar	<Identify stakeholder group>  For example: Texas Bar Association	<Insert purpose of the engagement>  For example: Awareness of new State EFSP protocols	<Estimate duration of involvement >  For example: Recorded webinar available one month prior to go live
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Associated Artifacts	Major Components												
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<p><b>Deliverable Expectation Documents (DEDs) and Acceptance Procedure for all Deliverables</b></p>	<p>The Contractor must develop the project deliverables in a mutually agreed upon format using a Deliverable Expectations Document (DED) that is approved by OCA. No work will be performed on any deliverable associated with a payment milestone until all DEDs have been approved in writing by the OCA Project Manager in accordance with the following "Acceptance Procedure". As each project deliverable is submitted, the Contractor must include a copy of the associated DED as the cover sheet.</p> <p>All SOW deliverables are given a unique number and tied to the Baseline Schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked. OCA's project SharePoint site will be utilized as the repository of record for deliverables.</p> <p>Deliverables prepared by the Contractor shall be subject to the review and approval of the OCA Project Manager or designee. The Contractor must be prepared to provide walkthroughs of deliverables in order to facilitate the OCA deliverable reviews. OCA will review, approve, or require modification to the Contractor's deliverables. Approval shall be granted if the deliverable conforms to the requirements of the DED. OCA shall notify the Contractor within ten (10) Business Days of its receipt of a deliverable, or as otherwise agreed to by OCA and Contractor, of its approval or rejection, with the reason(s) for rejection and what the Contractor must do so that the deliverable will be acceptable. The Contractor shall have five (5) Business Days, or as otherwise agreed to by OCA, to correct the deliverable and resubmit the deliverable for OCA review.</p> <p>The Contractor must take into account the review process when developing schedules, project plans, and timelines.</p> <p>The Contractor shall provide any formal meeting presentation materials no less than five (5) Business Days ahead of the actual meeting for OCA review.</p>												
<p><b>Deliverable Acceptance Criteria</b></p>	<ol style="list-style-type: none"> <li>1) Project Kickoff Meeting has been held.</li> <li>2) All DEDs, the Risk Management Plan, Issue Management Plan, Integrated Change Management Plan, Project Deployment Plan, Project Schedule, Configuration Management Plan, and the Stakeholder Outreach and</li> </ol>												

Associated Artifacts	Major Components
	<p>Communication Plan are all complete, correct and comply with the SOW requirements.</p> <p>3) Ongoing Project Management activities are established.</p> <p>Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.</p>

**1.2. Analysis and Design**

**The Contractor shall perform eFileTexas 2.0 analysis and design activities to validate the Software’s requirements and confirm the future state conceptual design. Conceptual design documentation shall account for differences across jurisdictions (as necessary).**

High Level Activities	
<p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> <li>1) Validate the Contractor's understanding of the requirements and submit an updated Requirements Traceability Matrix.</li> <li>2) Conduct joint application design sessions with OCA and appropriate stakeholders to define design-level requirements for the future state.</li> <li>3) Create future state Conceptual Design Documentation.</li> </ol>	
Associated Artifacts	Major Components
<p><b>Updated Requirements Traceability Matrix</b></p>	<p>Contractor shall review the functional and technical requirements defined in Attachment 2-1 attached to this SOW. The output of this review will be an updated traceability matrix of the requirements that includes any design considerations, gaps, issues, or risks that need to be addressed throughout the project.</p>
<p><b>Conceptual Design Documentation</b></p>	<p>Contractor shall create conceptual future state design documentation for application, data/content, and integration architectures, and all activities required to achieve the overall application architecture associated with eFileTexas 2.0. Conceptual design documentation shall include, but not be limited to, the following content:</p> <ol style="list-style-type: none"> <li>1) description of implementation methodology (e.g., agile, waterfall, etc.);</li> <li>2) description of user interface(s);</li> <li>3) detail specifications for business rules, external system interfaces, validations, screen layouts and user interfaces;</li> </ol>

Associated Artifacts	Major Components
	<ol style="list-style-type: none"> <li>4) Software configuration and setup requirements;</li> <li>5) specifications for Software customizations; and</li> <li>6) security design and programming specifications.</li> </ol>
<b>Deliverable Acceptance Criteria</b>	<ol style="list-style-type: none"> <li>1) Appropriate joint application design discussions have occurred between the Contractor and OCA and other appropriate stakeholders.</li> <li>2) Updated Requirements Traceability Matrix and Conceptual Design Document are complete, correct, and comply with the SOW requirements and the Deliverables Expectation Document.</li> </ol> <p>Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.</p>

### 1.3. Execute

**The Contractor shall perform all necessary execution activities to implement the Software, including integrations with external systems and converted data.**

**The Contractor shall host, operate, administer, and maintain the Software at a facility owned and administered by the Contractor or one of its Subcontractors, such as Amazon Web Services, or through an alternative cloud/SaaS offering to be identified in the offer.**

High Level Activities
<p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> <li>1) Develop the Software Implementation Plan.</li> <li>2) Develop the Help Desk Support Plan.</li> <li>3) Develop the Software based on the requirements of the SOW and detailed design requirements identified in the previous phase through configuration, interface development, and other applicable development-related activities according to the Contractor's software implementation methodology. <ol style="list-style-type: none"> <li>a) The Contractor shall integrate all components of eFileTexas 2.0, inclusive of any third-party software included as part of the overall Software. The Contractor shall create interfaces with jurisdiction-level applications (i.e., court case management systems), Electronic Filing Service Providers, and other external systems (e.g., Texas.gov payment adapter).</li> </ol> </li> <li>4) Contractor shall perform data conversion and migration activities, including the execution and documentation of the results of the final conversion and migration of content into eFileTexas 2.0 inclusive of each phased conversion and migration as aligned with and applicable to the eFileTexas 2.0 phased rollout. Note: Final conversion runs will occur as part of go live / cutover activities for each deployment.</li> </ol>

<b>High Level Activities</b>	
<p>5) The Contractor shall provide first-level end user Help Desk support for State EFSP, Document Access, Forms Assembly, and Court users. The Contractor shall provide Help Desk support for commercial EFSP providers. Commercial EFSPs shall provide direct Help Desk support for end users of such commercial EFSPs.</p> <p>a) The Help Desk will log all reported problems, and either resolve the problem directly or escalate to specialists including the Contractor’s resources or third parties agreed upon with OCA.</p> <p>b) The Contractor shall provide multiple alternative communication channels to the Help Desk, including toll-free telephone services, email, real-time chat, and a web form contact process.</p> <p>c) To support effective communication with OCA, the Contractor will assign a single point of contact for OCA.</p> <p>6) The Contractor shall provide maintenance and support of the Software for the period defined in the Agreement.</p>	
<b>Associated Artifacts</b>	<b>Major Components</b>
<p><b>Software Implementation Plan</b></p>	<p>1) <b>Software Implementation Plan:</b> Contractor shall describe the Software implementation approach throughout application design, interface design, and conversion design; this Software Implementation Plan shall include the following (at a minimum):</p> <p>a) How the Contractor shall provide all system management tools for all development environments and shall manage all development efforts using industry-standard software development tools and methodologies.</p> <p>b) Ensure that the Software conforms to defined standards for System design and Systems architecture.</p> <p>c) Detail the approach to gather design-level specifications and develop the design documentation for custom built components such as interfaces.</p> <p>i) Detailed plans for integrating eFileTexas 2.0 with systems in use by OCA, jurisdictions, and other external organizations.</p> <p>d) Contractor shall provide the following sub-component plans that describe the following (at a minimum):</p> <p>i) <u>Security Plan:</u></p> <p>(1) Approach for monitoring eFileTexas 2.0 security, including how it complies with TAC 202.</p> <p>(2) Approach for keeping eFileTexas 2.0 security capabilities current with evolving known and potential security threats.</p> <p>(3) Security incident response plan details that describe the following (at a minimum):</p>

## Exhibit 2 to OCA MSA No. 212-20-0385

Associated Artifacts	Major Components
	<ul style="list-style-type: none"> <li>(a) Security roles and responsibilities, mission statement, key terms governing incident response, identification of an incident response lead, and incident detection channels.</li> <li>(b) Strategy to identify and categorize incidents.</li> <li>(c) Process to communicate, contain, eradicate, and recover from incidents.</li> <li>(d) Post-incident activities to ensure continuous security improvement.</li> </ul> <p>ii) <u>Disaster Recovery &amp; Business Continuity Plan:</u></p> <ul style="list-style-type: none"> <li>(1) Approach for initiating disaster recovery and/or business continuity procedures to be undertaken in the event of a disaster affecting eFileTexas 2.0.</li> <li>(2) Approach for ensuring all information necessary to restore operational service in the event of a disruption are correct and up to date.</li> <li>(3) Functional roles and responsibilities of recovery teams.</li> <li>(4) Description of recovery scenarios that can be implemented.</li> <li>(5) Recovery activities to be exercised and frequency of testing.</li> <li>(6) Description / location of data backups, inventories, or other related documentation that must be recorded, including a backup process that ensures backups are offline, disconnected, or air-gapped.</li> </ul> <p>iii) <u>Infrastructure Services Plan:</u></p> <ul style="list-style-type: none"> <li>(1) Definition of each eFileTexas 2.0 environment (e.g., production, staging, test, etc.).</li> <li>(2) Approach for maintaining application and infrastructure component consistency across all eFileTexas 2.0 environments.</li> <li>(3) Approach for certifying and/or providing quality assurance of eFileTexas 2.0 environments.</li> <li>(4) Approach for managing programming environment changes including management of testing and deployment of new releases while maintaining capacity to apply hotfixes to production.</li> <li>(5) Approach for communicating and supporting testing of eFileTexas 2.0 environments with external organizations/systems.</li> <li>(6) Approach for establishing initial capacity and anticipated growth requirements for eFileTexas 2.0</li> </ul>

Associated Artifacts	Major Components
	<p>including but not limited to storage, processing and network bandwidth.</p> <p>(7) Approach to performance tuning to ensure the Software operates optimally and within defined serviced levels. Services shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>(a) Impact analysis of upcoming patches and upgrades;</li> <li>(b) Modifications to Contractor-provided components and configurations to support upcoming patches and upgrades;</li> <li>(c) Testing and deployment of patches and upgrades in all environments;</li> <li>(d) Continuous health checks of the production system;</li> <li>(e) Continuous tuning and other required system level administration;</li> <li>(f) Recommendations for system performance tuning; and</li> <li>(g) Application modifications required to support scheduled infrastructure upgrades.</li> </ul> <p>(8) Approach for monitoring on-going usage and growth patterns of eFileTexas 2.0 resources including for cumulative growth and peak usage patterns.</p> <p>(9) Approach for deployment of additional capacity as specified in the original plan and per the results of on-going capacity monitoring.</p> <p>(10) Approach for preventative and unplanned services to eFileTexas 2.0 services.</p> <p>(11) Documentation of third-party infrastructure service providers and associated communication and management processes.</p> <p>(12) Communication protocols inclusive of OCA, Courts, EFSPs, and filers for infrastructure services.</p> <p>2) Contractor shall create a <b>Cutover Plan</b> that includes (at a minimum):</p> <ul style="list-style-type: none"> <li>a) Cutover Plan - Contractor shall perform go live cutover planning activities to assess transition readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments. Additionally, Contractor shall provide a preliminary cutover schedule that clearly defines key milestones, deliverables,</li> </ul>

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Associated Artifacts	Major Components
	<p>tasks and responsibilities. The Cutover Plan will be updated prior to go live.</p> <ul style="list-style-type: none"> <li>b) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.</li> <li>c) Pre-cutover checklist and post-cutover evaluation criteria.</li> <li>d) Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go / no-go decisions related to overall readiness / preparedness for going live on eFileTexas 2.0.</li> </ul>
<p><b>Help Desk Support Plan</b></p>	<ul style="list-style-type: none"> <li>1) During the Execute phase, the Contractor shall develop the initial draft of the Help Desk Support Plan to describe how Help Desk services will be provided for eFileTexas 2.0. <ul style="list-style-type: none"> <li>a) The Help Desk must be fully operational at the first eFileTexas 2.0 phased deployment.</li> <li>b) Contractor shall provide a staffing plan and resumes for Key Production Support Staff to OCA for review and approval.</li> <li>c) Contractor shall update this plan during cutover and will be responsible for updating the plan annually for the life of the Agreement.</li> </ul> </li> </ul>
<p><b>Deliverables Acceptance Criteria</b></p>	<ul style="list-style-type: none"> <li>1) Software Implementation Plan, Cutover Plan, and Help Desk Support Plan are complete, correct and comply with the SOW requirements and the Deliverables Expectation Document.</li> <li>2) Development is considered complete and ready to enter the system test phase.</li> </ul> <p>Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.</p>

#### 1.4. Testing

**The Contractor shall prepare a detailed plan to test all aspects of eFileTexas 2.0 and shall implement a tracking tool to log system defects from identification through resolution. The scope of testing for the eFileTexas 2.0 project is outlined below. The Contractor shall track expected versus actual test results, track all defects and their resolutions, and document rework and retesting efforts.**

## Scope of Testing

Testing	Definition	Participants	Timing
<b>Unit Testing</b>	Test the individual units of source code or smallest portion of the Software that will be included in the unit test.	Contractor	During the Execution Phase (e.g., configuration and development); completed satisfactorily prior to moving into System Testing
<b>Integration Testing</b>	<p>Test an assemblage of units to ensure they work properly together and address the inner application integration and not inter application integration.</p> <p>The Contractor shall perform integration testing to validate the successful exchange of information between eFileTexas 2.0 and all interfacing systems. The Contractor shall coordinate interface testing third party entities, including but not limited to, EFSP providers, courts and court CMS providers.</p>	Contractor, EFSPs, CMS Vendors	During Interface Development and System Testing
<b>System Testing</b>	<p>Test the entire Software including components that will be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required, verifies and validates that a system can work in production.</p> <p>The Contractor shall perform end-to-end system testing and resolve any defects discovered, until system test results are produced to demonstrate the successful</p>	Contractor, EFSPs, CMS Vendors	Occurs once development is "code complete"; must be completed satisfactorily prior to User Acceptance Testing

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Testing	Definition	Participants	Timing
	operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.		
<b>Security / Intrusion Testing</b>	Test the authentication, authorization, and data protection of the application.	Contractor, EFSPs, CMS Vendors	Must be completed prior to cutover
<b>User Acceptance Testing (UAT)</b>	<p>Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity.</p> <p>The Contractor shall support UAT testing activities conducted by OCA and business stakeholders and resolve defects to ensure eFileTexas 2.0 functions properly and meets the acceptance criteria for exiting the Testing Phase.</p>	OCA & Business Stakeholders	Occurs after System Testing and prior to go live
<b>Stress/Performance Testing</b>	<p>Test 'transaction processing' capacity of the 'system' when the system refers to a process, application or infrastructure to look at behavior with standard, increased and decreased workload.</p> <p>The Contractor shall perform performance testing to validate the eventual full-scale use of the system by all courts and filers, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions.</p> <p>The Contractor shall work with third-party network resources to</p>	Contractor	Part of System Testing; must be completed prior to UAT

Testing	Definition	Participants	Timing
	perform a network analysis to determine any likely network deficiencies leading to poor system testing results.		
<b>Regression Testing</b>	Retest a previously tested 'system' following modification to ensure that faults have not been introduced/uncovered as a result of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging previously fixed faults.	Contractor	Between Phased Deployments

### High Level Activities

This deliverable requires completion of the following steps:

- 1) Develop Test Plan based on the types of tests set forth above in the table outlining the scope of testing, Contractor's responsibilities, and defect definitions set forth in the SLA.
- 2) Setup and Manage Test Environment
  - a) The Contractor shall plan, design, and implement a test environment that replicates the production environment and network connectivity. The Contractor shall load the test environment with enough data to perform effective testing. The Contractor shall develop detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.
- 3) Conduct System Testing and Resolve Defects
  - a) For each defect identified during testing, OCA and the Contractor use a prioritization rating indicating the relative sequence to fix defects as defined in the table set forth in Section 3.2 of the SLA.
- 4) Submit Final System Testing Results.
- 5) Support UAT, Defect Resolution, and Submit UAT Results.

Associated Artifacts	Major Components
<b>Test Plan</b>	<p>The eFileTexas 2.0 Test Plan shall describe the Contractor's approach for conducting all testing, including:</p> <ol style="list-style-type: none"> <li>1) Approach to complete all testing activities outlined in the table titled: "Scope of Testing" in 1.4 above. Specifically address:           <ol style="list-style-type: none"> <li>a) Systems integration testing per OCA acceptable response times;</li> <li>b) Stress / performance testing, including pass criteria that can handle the transaction load data described in Section 4.1: Project Background and Objectives; and</li> <li>c) Security / Intrusion testing, including assurances that security controls delineated through TAC 202 are met;</li> </ol> </li> </ol>

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Associated Artifacts	Major Components
	<ol style="list-style-type: none"> <li>2) Test Data Creation approach, including data refresh processes;</li> <li>3) Automated Test Usage (optional, but preferred by OCA);</li> <li>4) User Acceptance Testing Scripts and support; and</li> <li>5) Defect remediation release strategy and regression testing.</li> </ol>
<p><b>System Testing and Test Results</b></p>	<ol style="list-style-type: none"> <li>1) Contractor shall perform end-to-end System Testing inclusive of integration testing and providing System Test results that describe the following (at a minimum): <ol style="list-style-type: none"> <li>a) Date scenario was executed;</li> <li>b) Person who executed the scenario;</li> <li>c) Test result status (pass/fail);</li> <li>d) Defects discovered;</li> <li>e) Retest dates and results; and</li> <li>f) Justification for exiting System Test stage.</li> </ol> </li> <li>2) Contractor shall perform performance testing to validate the eventual 300% full-scale use of the system by all courts and filers, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. The Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions.</li> </ol>
<p><b>User Acceptance Testing and Test Results</b></p>	<p>Contractor shall be responsible for ensuring UAT is completed with defects resolved to ensure eFileTexas 2.0 is functioning properly. For each test scenario during UAT, the test results shall describe (at a minimum):</p> <ol style="list-style-type: none"> <li>1) Acceptance test results for the overall Software and for each jurisdiction deployment;</li> <li>2) Date scenario was executed;</li> <li>3) Person who executed the test scenario;</li> <li>4) Test result status (pass/fail);</li> <li>5) Defect, priority, and resolution log;</li> <li>6) Retest dates and results; and</li> <li>7) Justification for exiting UAT stage.</li> </ol>
<p><b>Deliverable Acceptance Criteria</b></p>	<p>The Test Plan, the System Test Results, and the User Acceptance Test Results are complete, correct, and comply with the SOW requirements and the Deliverables Expectation Document.</p>

Associated Artifacts	Major Components
	Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.

### 1.5. Training

**Contractor shall utilize a train-the-trainer approach as well as end user training – based on the size and geographic location of the user group being trained. The Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report.**

High Level Activities	
<p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> <li>1) The Contractor shall prepare a Training Plan, detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each.</li> <li>2) The Contractor shall develop a detailed training curriculum, prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other OCA and jurisdiction staff.</li> <li>3) The Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report.</li> <li>4) The Contractor shall provide adequate end user support whether through user manuals or on-line help.</li> </ol>	
Associated Artifacts	Major Components
<p><b>Training Planning, Curriculum, and Materials</b></p>	<ol style="list-style-type: none"> <li>1) <b>Training Plan</b> - Contractor shall create a Training Plan and provide training curriculum and materials that describe the following (at a minimum):               <ol style="list-style-type: none"> <li>a) Course list;</li> <li>b) Target audience role descriptions;</li> <li>c) Specific learning objectives for each user and support role to be used to assess users' readiness to perform their expected roles;</li> <li>d) Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that OCA is to furnish; and</li> <li>e) Training calendar indicating the specific attendees and locations for all user training sessions; the calendar shall</li> </ol> </li> </ol>

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Associated Artifacts	Major Components
	<p>also indicate any planned phases or iterations in the delivery of training.</p> <p><b>2) Training Curriculum and Materials:</b></p> <ul style="list-style-type: none"> <li>a) Course presentation materials / user manuals (Trainer Version);</li> <li>b) Course presentation materials that are current with the configuration and production release;</li> <li>c) Recorded training videos;</li> <li>d) Student training exercises;</li> <li>e) Pre-assessment and post-assessment materials; and</li> <li>f) Training data specifications for training exercises (if applicable), including training data initialization procedures.</li> </ul>
<b>Training Completion Report</b>	<p>Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report that includes the following (at a minimum):</p> <ul style="list-style-type: none"> <li>1) Summary of all training provided including course, date and attendees;</li> <li>2) Summarized training exercise results;</li> <li>3) General observations of completed training and future training recommendations; and</li> <li>4) Satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes).</li> </ul>
<b>Deliverables Acceptance Criteria</b>	<ul style="list-style-type: none"> <li>1) Training Plan, Training Curriculum and Materials, and the Training Completion Plan are complete, correct and comply with the SOW requirements and the Deliverables Expectation Document.</li> <li>2) All in-scope training has been conducted.</li> </ul> <p>Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.</p>

**1.6. Cutover**

<b>High Level Activities</b>
This deliverable requires completion of the following steps:

<b>High Level Activities</b>	
<ol style="list-style-type: none"> <li>1) Finalize and execute the set of activities identified in the Cutover Plan to cutover eFileTexas 2.0 into production, according to a phased approach whereby eFileTexas 2.0 will be deployed in groups of jurisdictions over time.                             <ol style="list-style-type: none"> <li>a) The Contractor shall confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the eFileTexas 2.0 application and operation.</li> </ol> </li> <li>2) Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support (see list of Associated Artifacts below).</li> <li>3) Submit the final As-Built System documentation.</li> <li>4) Submit the Cutover Completion Report.                             <ol style="list-style-type: none"> <li>a) The Contractor shall start providing Production Services once the first site is in production.</li> <li>b) The Contractor shall monitor the production Software to report on operations and performance metrics against Service Levels Requirements set forth in the Service Level Agreement (attached as Exhibit 3 to the Agreement), transaction volumes, and status of application support and problem management activities.</li> </ol> </li> <li>5) Submit updated roles and responsibilities, and resumes, for key production support staff.</li> <li>6) The Contractor shall provide a real-time Service-Level Performance Dashboard for OCA to monitor performance against the Service Level Requirements. Results may be used to:                             <ol style="list-style-type: none"> <li>a) Create actionable strategies and remediation plans;</li> <li>b) Communicate and manage Agreement performance; and</li> <li>c) Enhance relationship management through open performance communication.</li> </ol> </li> <li>7) The Contractor and OCA will agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Contractor’s performance. These may include technical, financial, and Service Level Requirements reviews as well as the resolution of other operational issues.</li> <li>8) Reporting structures will be documented and maintained by the Contractor in an online repository accessible to OCA’s management team. A regular meeting schedule will be established for the reporting levels outlined in this document. The Contractor must provide processes and procedures acceptable to OCA that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include:                             <ol style="list-style-type: none"> <li>a) Escalation;</li> <li>b) Agreement change management; and</li> <li>c) Performance reporting (e.g., Service Level Requirements, project status, outstanding service request status) as set forth within the Service Level Agreement (attached as Exhibit 3 to the Agreement).</li> </ol> </li> <li>9) The Contractor shall provide tools and training methods for clerks, filers and general users as eFileTexas 2.0 is updated and new users are onboarded.</li> </ol>	
<b>Associated Artifacts</b>	<b>Major Components</b>
<p><b>Updated Versions of Implementation Plans for Production Support</b></p>	<p>Contractor shall provide updated versions of the following previously developed plans (or subplans) to ensure plans accurately describe the production environment and services to be provided upon cutover (note, each plan should include the minimum set of components defined within this SOW and as agreed to with OCA during the implementation project):</p> <ol style="list-style-type: none"> <li>1) Risk and Issue Management Plans (note associated Logs would carry over from the project to production)</li> </ol>

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Associated Artifacts	Major Components
	<ol style="list-style-type: none"> <li>2) Integrated Change Management Plan</li> <li>3) Deployment Plan</li> <li>4) Configuration Management Plan</li> <li>5) Stakeholder Outreach and Communication Plan</li> <li>6) Security Plan</li> <li>7) Disaster Recovery and Business Continuity Plan</li> <li>8) Infrastructure Services Plan</li> <li>9) Help Desk Support Plan</li> <li>10) Test Plan</li> <li>11) Training Planning, Curriculum, and Materials</li> </ol>
<b>As-Built System Documentation</b>	<p>Contractor shall provide documentation specific to OCA's eFileTexas 2.0 implementation. Contractor shall provide final as-built configuration documentation of each of the delivered environments, including the results of smoke tests of those environments.</p> <p>Contractor shall provide technical documentation of sufficient depth and clarity to enable OCA, EFSPs, CMS vendors, and court technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all global and jurisdiction administration and operation duties, and to plan for potential future integration with other applications.</p>
<b>Cutover Completion Report</b>	<p>Contractor shall provide a Cutover Completion Report that validates the full transition of eFileTexas 2.0 into production.</p> <p>The Contractor shall update the preliminary draft of the Cutover Plan created as part of the Execute phase with the finalized set of activities to cutover eFileTexas 2.0 into Production, according to a phased approach whereby eFileTexas 2.0 will be deployed in groups of functionality over time.</p> <p>The final Cutover Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks and responsibilities. Using the Cutover Plan as the guide, the Contractor will lead the deployment/cutover effort.</p>
<b>Deliverables Acceptance Criteria</b>	<ol style="list-style-type: none"> <li>1) System Documentation and the Cutover Completion Report are complete, correct, and comply with the SOW requirements and the Deliverables Expectation Document.</li> <li>2) eFileTexas 2.0 is successfully in production.</li> </ol>

Associated Artifacts	Major Components
	Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.

**1.7. Closeout**

**The project shall remain active until all deliverables have been Accepted in accordance with acceptance criteria. Once achieved, the project shall enter the Project Closeout phase.**

High Level Activities	
<p>This deliverable requires completion of the following steps:</p> <ol style="list-style-type: none"> <li>1) Complete project closeout and production readiness activities. Ensure the following have been addressed:                             <ol style="list-style-type: none"> <li>a) OCA has Accepted all deliverables in accordance with the Acceptance Procedure set forth herein.</li> <li>b) All outstanding Defect Level 1 and Defect Level 2 issues have been resolved or reclassified as Defect Levels 3 or 4.</li> <li>c) The Contractor project team has documented the lessons learned or best practices identified during the project.</li> <li>d) All project artifacts have been placed in the project repository.</li> <li>e) Transition has been completed to operations, maintenance, and/or business.</li> <li>f) Transition Open Defects to Support – any noted deficiencies will be enumerated and provide the action plan and timing for correction of each such deficiency.</li> <li>g) Contractor shall transfer knowledge to eFileTexas 2.0 support staff.</li> </ol> </li> <li>2) Participate in lessons learned activities led by OCA                             <p>The purpose of lessons learned activities is to help the project team and stakeholders share knowledge gained from the project to facilitate repeating desirable outcomes and improvements for future projects and avoiding undesirable outcomes.</p> </li> <li>3) Business Outcomes Review                             <p>Contractor shall provide data needed for the Post Implementation Review of Business Outcomes (PIRBO) (in accordance with the SOW and Quality Assurance Team (QAT) requirements) as part of support and maintenance. The PIRBO review will align project activities and business outcome measures. Therefore, data provided will measure progress towards achieving business outcomes defined in the Business Case (will be provided to Contractor by OCA for reference).</p> </li> </ol>	
Associated Artifacts	Major Components
<b>Project Closeout</b>	<b>1) Project Closeout Report</b> - The Contractor Project Manager provides a final report outlining the project’s accomplishments

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Associated Artifacts	Major Components
	<p>and against the project scope, budget, schedule, and Service Level Requirements.</p> <p><b>2) Monthly Production Support Templates</b> – Contractor shall create initial templates of monthly production support reports for OCA to verify that the reports are sufficient and accurate before the project closes. Reports shall include the following:</p> <ul style="list-style-type: none"> <li>a) Maintenance services completed per period.</li> <li>b) Maintenance services in progress per period.</li> <li>c) Maintenance services planned next period.</li> <li>d) Upcoming planned release schedule (minimum of 6 months forward looking).</li> <li>e) Risks and issues.</li> </ul>
<b>Deliverables Acceptance Criteria</b>	<p>All project closeout activities have been completed in compliance with the SOW and the Deliverables Expectation Document.</p> <p>Unless OCA formally approves of each deliverable in accordance with the Acceptance Procedure, such deliverable shall not be deemed Accepted.</p>

**2. Production Services**

The Contractor shall be responsible for providing ongoing production services as agreed to in the updated plans listed in Section 1.6 Cutover above once the first site is in production. Contractor shall update the plans annually or as otherwise mutually agreed upon in accordance with Section 4.4 (Change Request) of the Agreement.

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

**Attachment 2-1 Functional and Technical Requirements**

ID	Capability	Sub-Capability	Requirement	Priority
10	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to initiate a new case when submitting an initial filing (refer to JCIT Technology Standards for a list of filing types on new cases)	High
20	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to search for existing cases when submitting a subsequent filing (refer to JCIT Technology Standards for a list of subsequent filing types)	High
30	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to save in-progress filings for completion at a later time	High
40	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to respond to a series of prompted questions that guide the Filer through the filing process	High
50	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to use a "quick file" option which keeps the number of screens and inputs required to a minimum for simple filings (e.g. Letter of Representation, Vacation Letters, etc.)	Medium
60	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to select the jurisdiction, case type, filing type and other table-driven parameters from configurable, on-screen lists	High
70	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to dynamically enter information according to pre-defined configuration rules (e.g., displaying which fields appear, validating business rules based on selections made or data entered by a Filer such as case type, file type, document type, and/or document format)	High
80	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to set preferences for frequently used information (e.g., "favorite" courts, case types, file types, jurisdiction)	Medium
90	eFiling Preparation and Submission	Prepare Form Filing	Ability for data entered by a Filer be automatically validated upon data entry to ensure formats are correct for designated fields (e.g., phone numbers, dates, case numbers)	High

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ID	Capability	Sub-Capability	Requirement	Priority
100	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to indicate if certain confidential information (e.g., SSN) exists in a document being filed and/or if the entire document is confidential (e.g., Temporary Restraining Order, Mental Health) and make such indications visible to subsequent Clerk reviewers of the filing	High
110	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to populate contact information on a filing based on information associated to the Filer's account	High
120	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to indicate the need for an interpreter and/or assistive technology prior to submittal and include the request in information transmitted to the court case management Solution	Low
130	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to search designate the Attorney of Record at time of filing	High
140	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to populate a filing with a selected Attorney's profile (e.g., state bar number, bar association email, service address)	High
150	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Jurisdiction Administrator to configure in the Solution whether Filers are prompted to confirm and/or update their email address at time of filing	Low
160	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to include both physical and email addresses of service contacts for distribution of service documents and notices to parties	Medium
170	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to enter an additional email address to receive notifications for each case (e.g., in addition to the service address associated to the State Bar Registry)	High
180	eFiling Preparation and Submission	Prepare Form Filing	Ability to allow a recipient of the emails described in the above requirement to be able to opt out of further communications by case	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
190	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Global Administrator or Jurisdictional Administrator to limit and view the number of parties included in a case at State or local levels, respectively (local court jurisdiction limits may apply - see Solution Administration requirements). <i>In the comments, further describe how this requirement would be met.</i>	Low
200	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to display and select from a list of all filings to which they are party to, the current status of each filing, and associated dates	High
210	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to display and select from a list of all cases to which they are party to, the current status of each cases, and associated dates (if the court CMS provides the required interface)	Medium
220	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to upload a document as part of a filing	High
230	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to upload multiple documents as part of a filing and be able to select multiple documents at one time for uploading into a filing (as opposed to selecting and uploading individually)	High
240	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to submit one document filed on multiple cases (e.g., substitution of Attorney on multiple cases, Vacation Letter, Criminal Filings). <i>In the comments please describe how this requirement would be met.</i>	Medium
250	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to upload multiple file formats in a single filing	High
260	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to bundle filings of multiple lead documents in one case (e.g., motions) without invoking multiple lead document fees (e.g., only apply case-level filing fees once even if multiple documents are included in a single filing)	High
270	eFiling Preparation	Prepare Form Filing	Ability for a Filer to indicate that one document has been split into multiple files (e.g., to meet any file-size restrictions) and specify the	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
	and Submission		sequence of such files. <i>Describe possible solutions to manage file sizes over 30MB (e.g., batch process large file size submission during non-peak hours, leverage lower priority queue, etc.).</i>	
280	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to remove an attached document prior to submitting the filing	High
290	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to enter a document subtitle to augment the standard title of the document	Low
300	eFiling Preparation and Submission	Prepare Form Filing	Ability to store document metadata fields entered by a Filer on Solution screens when a filing is created	High
310	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to combine multiple document files into a single document at the time of upload	Low
320	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to add separator pages between the files when a single document is created from multiple files	Low
330	eFiling Preparation and Submission	Prepare Form Filing	Ability to link to PDF converter applications for use by a Filer without their own software to create PDFs	Low
340	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to submit documents for action by another party which remain outside of the official record formally filed (e.g., a stipulation started by one Attorney which needs to be signed by the opposing Attorney, such as for e-discovery or order to adjourn)	High
350	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to submit 'draft' versions of documents for review (e.g., a proposed order submitted by an Attorney for Judicial Officer's review and comment)	High
360	eFiling Preparation	Prepare Form Filing	Ability to automatically determine the size of documents when updated by the Filer (e.g., file	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
	and Submission		size, number of pages) for use in file upload validations	
370	eFiling Preparation and Submission	Prepare Form Filing	Ability to prevent a Filer from uploading and filing documents that exceed OCA defined size parameters (e.g., file size, number of pages, number of attachments); <i>In the comments, please indicate any limitations and describe how to avoid and/or resolve potential issues transmitting file sizes up to 2GB to jurisdictions.</i>	High
380	eFiling Preparation and Submission	Prepare Form Filing	Ability to prevent a Filer from uploading and filing documents that are not permitted based on an OCA defined list of allowable file types (e.g., PDF, Word, Acceptable Codex for video)	High
390	eFiling Preparation and Submission	Prepare Form Filing	Ability for the State EFSP and/or the EFM to verify the condition of documents uploaded by Filers and prevent upload if a document is found to be corrupt or does not meet JCIT standards (see JCIT Technology Standards)	High
400	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Filer to receive a notification that describes reason(s) a document is prevented from uploading and recommendation(s) to resolve the issue	High
410	eFiling Preparation and Submission	Prepare Form Filing	Ability for a Jurisdiction Administrator to define web page(s) for Filer, Public or other designated Users that display jurisdiction specific information (e.g., contact information, hours) allowable per business rules	Medium
420	eFiling Preparation and Submission	Prepare Bulk Filing	Ability for a Filer to prepare multiple filings on multiple cases in one submission (i.e., "bulk filings") for designated case types or documents	High
430	eFiling Preparation and Submission	Prepare Bulk Filing	Ability for a Filer to attach one or more documents to individual filings within a bulk filing	High
440	eFiling Preparation and Submission	Prepare Bulk Filing	Ability to limit the number of filings (i.e., cases) a Filer may include in a bulk filing submission	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
450	eFiling Preparation and Submission	Prepare Bulk Filing	Ability to for the Solution to support the submission of large numbers of filings in a bulk filing without impact to Solution performance	High
460	eFiling Preparation and Submission	Prepare Non-Form Filing	Ability for a Direct Filer to submit a non-form filing in an XML format with embedded metadata tagged conformant with ECF standards	High
470	eFiling Preparation and Submission	Prepare Non-Form Filing	Ability for a Filer to attach multiple attachments to a non-form document	High
480	eFiling Preparation and Submission	Prepare Non-Form Filing	Ability for a Filer to separate a large document (e.g., file size) into multiple documents to facilitate eFile processing and subject to solution configured document size limitations	High
490	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to file to any Texas trial court	High
500	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to file to any Texas appellate court	High
510	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to submit multiple proposed motions at one time (e.g., if one Attorney takes over another Attorney's case load)	High
520	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to preview a filing prior to submission	High
530	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to withdraw a filing before a Clerk has reviewed it	High
540	eFiling Preparation and Submission	Submit Filing	Ability for a Jurisdiction Administrator to define jurisdiction-specific criteria that assigns a court type for specific filings (e.g., assign family case to any court type)	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
550	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to either file only, serve only, or file and serve as required	High
560	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to submit filings on an existing case for which a Filer has not previously filed (e.g., substitution of Attorney and notice of appearance from new Attorney taking over a case). <i>Describe how this requirement would be met.</i>	Medium
570	eFiling Preparation and Submission	Submit Filing	Ability for a Filer acting as the Attorney filing on their own behalf as a litigant to submit a filing without validating Attorney credentials	High
580	eFiling Preparation and Submission	Submit Filing	Ability for a Filer to submit documents without validating the Attorney status in the Texas Bar Association (e.g., in the event Texas Bar Association information in eFileTexas 2.0 is not updated)	High
590	eFiling Preparation and Submission	Submit Filing	Ability for an authorized Filer to request a designated jurisdiction staff when an emergency filing is submitted (e.g., add a comment to the filing that notifies designated staff)	Low
600	eFiling Preparation and Submission	Submit Filing	Ability to perform a virus check on every document submitted by a Filer and prevent submission if a virus is found	High
610	eFiling Preparation and Submission	Submit Filing	Ability to use OCR at the time of document submission to prepare otherwise non-searchable documents for searching	High
620	eFiling Preparation and Submission	Submit Filing	Ability for the Solution to assign a filing date per the parameters and business rules defined	High
630	eFiling Preparation and Submission	Submit Filing	Ability to allow Jurisdiction Administrators to add/modify/delete holidays	High
640	eFiling Preparation	Submit Filing	Ability for a Jurisdiction Administrator to stipulate filing blackout dates (e.g., for precise	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
	and Submission		blackout periods, emergency / disaster event) during which filings would not be reviewed	
650	eFiling Preparation and Submission	Submit Filing	Ability to provide a configurable confirmation notice to a Filer upon successful submission	High
660	eFiling Preparation and Submission	Submit Filing	Ability to provide a single confirmation notice to a Filer when a bulk filing is submitted, listing all cases (including each case's documents) separately along with the fees charged to each case	High
670	eFiling Review and Acceptance	Submit Filing	Ability for a Filer to receive a notification that describes reason(s) a filing was rejected or returned for correction so that they may resolve the issue(s) prior to resubmittal	High
680	eFiling Review and Acceptance	Submit Filing	Ability for a Filer to resubmit the same filing with corrected or additional documents for a previously submitted filing that was rejected or returned for correction	High
690	eFiling Review and Acceptance	Submit Filing	Ability for a Filer the ability to resubmit a filing under the original filing date if anything in an envelope is rejected or returned for correction. <i>Describe capabilities to index resubmitted documents appropriately in an existing envelope.</i>	High
700	eFiling Review and Acceptance	Route to Jurisdiction / Court (/Type)	Ability to route filings to review queues at jurisdictions specified by Filer during eFiling Preparation	High
710	eFiling Review and Acceptance	Queue for Review	Ability for a Global Administrator and/or Jurisdiction Administrator to establish work queues based on one or more categories such as role (e.g., Managers, Clerk, Judicial Officers, external entity), case type (e.g., new cases, appeals, civil, criminal), filing type (e.g., motions, orders), agency / organization submitting the filing, filing status (e.g., error, active)	High
720	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to assign specific staff to specific work queues	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
730	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to define business rules for each work queue (e.g., proposed orders go to Judicial Officer queue) which are used to automatically route filings	Medium
740	eFiling Review and Acceptance	Queue for Review	Ability for a Global Administrator and/or Jurisdiction Administrator to configure work queues by User role (e.g., Clerk queues may be sorted by date from oldest to newest; Judicial Officer queues may be sorted by document type)	High
750	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to configure their own work queues including designating fields which are displayed (e.g., date and time received, document type, document description, filing party, sort order)	High
760	eFiling Review and Acceptance	Queue for Review	Ability for an authorized User to modify work queues and save personal screen display settings (e.g., sort order for each column, column widths)	Low
770	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to define a set of parameters for a default queue	High
780	eFiling Review and Acceptance	Queue for Review	Ability to limit a Clerk's access to filings and/or work queues based on court, case type, and/or role (e.g., only Clerks authorized to process adoptions can access adoption filings in the queues)	High
790	eFiling Review and Acceptance	Queue for Review	Ability for a supervising Clerk to give queue access to Users	High
800	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to assign a pre-determined priority by filing type (e.g., Writs of Apprehension for children in extreme danger; a motion filed before someone is released from jail, protection orders)	High
810	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to prioritize document reviews based on a jurisdiction's routing rules (e.g. priority queues)	High
820	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to prioritize submissions based on multiple criteria (e.g., proposed orders at the top of the queue) with the ability to override the primary	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			sequencing (e.g., high-priority documents are placed at the top of the queue in first-in order)	
830	eFiling Review and Acceptance	Queue for Review	Ability to automatically display the next filing in the work queue when the Clerk completes the processing of each filing	High
840	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to select documents for review outside of the order presented in their respective queue(s)	High
850	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to have multiple documents open at the same time, including documents from different cases	High
860	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to filter work queues (e.g., display filings from a particular organization or agency (e.g., Law Firms, Prosecutor's Office, Friend of the Court)	High
870	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to move documents between review queues	High
880	eFiling Review and Acceptance	Queue for Review	Ability for a Judicial Officer to remove a filing from their queue and return it to back to the queue at a specific date	High
890	eFiling Review and Acceptance	Queue for Review	Ability for a Jurisdiction Administrator to identify specific firms and case types for auto-review	High
900	eFiling Review and Acceptance	Queue for Review	Ability to place documents in a queue monitored by a Judicial Officer "on hold" (e.g., defer review and acceptance) for a defined period of time (e.g., 7 days, 21 days, indefinitely) with automatic return to their review queue when the period has expired or a subsequent action occurs	Medium
910	eFiling Review and Acceptance	Queue for Review	Ability to designate if a document "on hold" should automatically return to a review queue if a subsequent filing action occurs on the same case	Medium
920	eFiling Review and Acceptance	Queue for Review	Ability for a supervising Clerk to automatically balance workloads across assigned employees within a jurisdiction	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
930	eFiling Review and Acceptance	Queue for Review	Ability for a Clerk to set ticklers and reminders for action on documents (e.g., future action required based on a defined number of days, no action on a submission has been taken in a defined number of days), with an alert or notification issued when the timing criteria has been reached	Medium
940	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to process filings received by the EFM through the e-Filing service provider interface	High
950	eFiling Review and Acceptance	Review Filing	Ability to automatically populate fields (e.g., document description) in the Clerk review queue	Medium
960	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to easily view a Filer's contact information when reviewing documents	High
970	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to be prevented from processing a filing if another Clerk is already processing that same filing (e.g., "lock" documents to avoid edit conflicts during concurrent reviews and/or edit sessions)	High
980	eFiling Review and Acceptance	Review Filing	Ability to display a notification to a Clerk if they are attempting to access a document that is already being processed, including who it is being processed by	High
990	eFiling Review and Acceptance	Review Filing	Ability to notify a Clerk when a filing that does not meet pre-defined completion criteria upon submittal	Low
1000	eFiling Review and Acceptance	Review Filing	Ability for a Jurisdiction Administrator to terminate document 'locks' (e.g., if a User neglects to 'unlock' a document for an extended period of time)	High
1010	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to re-categorize an inaccurately categorized document and/or filing type prior to acceptance	High
1020	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to send notes or comments to a Filer prior to accepting or rejecting a filing (e.g., for clarification purposes, to request a Filer take additional action)	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1030	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to edit document metadata (e.g., minor corrections such as incorrect form or court, filing code) during the Clerk review process prior to acceptance, with any changes being logged/audited. Note: The Clerk should not be allowed to edit the document itself. In that case, it should be returned for correction.	High
1040	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to merge multiple files if the document had been split into multiple files for submission purposes	Low
1050	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to split one document into multiple documents (e.g., to split a single PDF containing multiple filings into separate documents)	Low
1060	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to rotate documents during review and to save the document's rotation state at acceptance with file stamps positioned appropriately to the rotated document	Medium
1070	eFiling Review and Acceptance	Review Filing	Ability for a Clerk who processed the filing to include additional notes in the notification	High
1080	eFiling Review and Acceptance	Review Filing	Ability for a Clerk to specify the Judicial Officers associated with a filing if not previously identified	High
1090	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk to accept a filing	High
1100	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk to accept or return for correction at either the envelope, lead document, and/or individual document	High
1110	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk to accept individual documents in a filing without processing all documents in that filing	Medium
1120	eFiling Review and Acceptance	Accept Filing	Ability for a Global Administrator to define a period of time (e.g., based on JCIT technology standard of 30 days) after a designated event or case status (e.g., the filing has been accepted, case closure) that a Filer can access stamped copies of documents filed on their cases	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1130	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk to perform automated Solution-functions (e.g., document stamping, service) for each individual filing within a bulk filing as each filed document is processed / approved	High
1140	eFiling Review and Acceptance	Accept Filing	Ability for a Global Administrator to configure the information (e.g., case number, a link to the filed document(s), list of those who received notice of the filing, issue and expiration date for garnishments) in an acceptance confirmation notification	High
1150	eFiling Review and Acceptance	Accept Filing	Ability for a Filer to receive a single notice after all documents in a bulk filing are processed, listing all cases (and documents for each case) separately, including the status of each document	Medium
1160	eFiling Review and Acceptance	Accept Filing	Ability for a Jurisdiction Administrator to designate filings which are automatically accepted based on jurisdiction-defined criteria (e.g., proof of service filings on document served electronically)	High
1170	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk to accept designated documents which do not become part of the case record (e.g., an inventory for a decedent's estate)	Medium
1180	eFiling Review and Acceptance	Accept Filing	Ability for the EFM to automatically notify designated Users when certain documents have been filed	Low
1190	eFiling Review and Acceptance	Accept Filing	Ability for all parties to automatically receive an electronic copy of the filed document after the document has been accepted in the court's local case management Solution	High
1200	eFiling Review and Acceptance	Accept Filing	Ability for a Clerk the ability to recover and resubmit an accepted filing for which the CMS update transaction was not successful. Describe how this requirement would be met.	Medium
1210	eFiling Review and Acceptance	Reject Filing	Ability for a Clerk to reject a filing	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1220	eFiling Review and Acceptance	Reject Filing	Ability for a Clerk who processed a filing submission to include additional notes in a rejection notification (e.g., rejection reason)	High
1230	eFiling Review and Acceptance	Reject Filing	Ability for a Clerk to reject individual documents in a filing without processing all documents in that filing	High
1240	eFiling Review and Acceptance	Reject Filing	Ability for a Global Administrator to pre-define a set of standard rejection reasons (e.g., missing signature) for use by all jurisdictions to include in a notification back to Filer	High
1250	eFiling Review and Acceptance	Reject Filing	Ability for a Jurisdiction Administrator to associate a standard rejection reason (with a link to online documentation of the relevant court rule) to a court rule	High
1260	eFiling Review and Acceptance	Reject Filing	Ability for a Clerk to reject multiple proposed motions at one time (e.g., if one Attorney takes over another case load)	High
1270	eFiling Review and Acceptance	Reject Filing	Ability for a Clerk to prevent acceptance of re-categorized documents if the filing fee for the new document is higher than the filing fee paid for the document as originally categorized and until the additional fee is submitted	High
1280	eFiling Review and Acceptance	Return Filing for Correction	Ability for a Clerk to return a filing for correction to the Filer	High
1290	eFiling Review and Acceptance	Return Filing for Correction	Ability for a Clerk to select a reason code (configured in the Solution) for the correction and optionally include instructions for resubmittal and/or supplemental text to explain the reason	High
1300	eFiling Review and Acceptance	Digital Stamps	Ability to auto-stamp a filing once it is received, filed, accepted, or rejected by a Clerk	High
1310	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk to apply digital stamps for acceptance as well as actions taken on documents in addition to acceptance (e.g., reviewed, multiple signature)	Low
1320	eFiling Review and Acceptance	Digital Stamps	Ability for a Jurisdiction Administrator to specify what data can be included on a stamp (e.g., court number, court-specific watermarks)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1330	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk and/or Jurisdiction Administrator to create customized stamps	High
1340	eFiling Review and Acceptance	Digital Stamps	Ability for Jurisdiction Administrators to configure date calculation rules and include the calculated date in stamps (e.g., date for summons expiration automatically calculated as 180 days from date of summons filing acceptance) as long as it does not override times defined in the JCIT Technology Standards.	Low
1350	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk to modify the date stamp of a filed document prior to acceptance	High
1360	eFiling Review and Acceptance	Digital Stamps	Ability to require a Clerk to provide a reason why a date stamp is modified prior to saving any changes	High
1370	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk to move file stamps (e.g., individual lines of the stamp) in the event it obstructs document content	High
1380	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk to move file stamps as a block (e.g., the entire stamp as an image) in the event it obstructs document content	High
1390	eFiling Review and Acceptance	Digital Stamps	Ability for a Clerk to alter the size of signatures (e.g., for Clerks and stamps)	High
1400	eFiling Review and Acceptance	Provide Additional Clerk Services	Ability for designated Users (e.g., Judicial Officers, Clerks, Friend of Court) to add orders, entries, notices, etc. for review and acceptance using the State-sponsored EFSP	High
1410	eFiling Review and Acceptance	Provide Additional Clerk Services	Ability for a Clerk to not be required to process payments for filings submitted by designated entities (e.g., prosecutors)	High
1420	eFiling Review and Acceptance	Provide eService	Ability for a Jurisdiction Administrator to specify allowable methods of service	Low
1430	eFiling Review and Acceptance	Provide eService	Ability for a Jurisdiction Administrator and/or Clerk to define a required method of service for specific documents / service types	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1440	eFiling Review and Acceptance	Provide eService	Ability for a Clerk to serve documents electronically (e.g., via email), including performing concurrent e-service to registered parties and interested persons defined to receive service electronically	High
1450	eFiling Review and Acceptance	Provide eService	Ability to automatically assign the Attorney of Record and pro se Filer for self-represented litigants as the first service contact	High
1460	eFiling Review and Acceptance	Provide eService	Ability for Filer to enter parties and interested persons to receive each document and the manner in which service is to be performed (e.g., e-service, certified mail)	High
1470	eFiling Review and Acceptance	Provide eService	Ability to attempt to serve notices multiple times at an interval defined by the Global Administrator before deeming an electronic notice undeliverable	High
1480	eFiling Review and Acceptance	Provide eService	Ability to log each attempt to serve notices before an electronic is successful or designated undeliverable	High
1490	eFiling Review and Acceptance	Provide eService	Ability for a Global Administrator to configure the number of delivery attempts to be made before deeming an electronic notice undeliverable	High
1500	eFiling Review and Acceptance	Provide eService	Ability to issue a notification to a Filer who is responsible for serving parties or interested persons when an email address is not available for one or more of the parties to be served	Medium
1510	eFiling Review and Acceptance	Provide eService	Ability to process served citations through the eFileTexas 2.0 Solution (e.g., for constable to serve)	High
1520	eFiling Review and Acceptance	Provide eService	Ability to provide a Clerk with a notification when service is complete (in addition to filing of the return of service)	Low
1530	eFiling Review and Acceptance	Provide eService	Ability for the Solution to provide the court CMS with Proof of Service information for documents served electronically when the service notice is distributed to the service recipient(s), including all details (e.g., name, email, date/ time sent, etc.)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1540	eFiling Review and Acceptance	Provide eService	Ability for a Global Administrator or Jurisdiction Administrator to specify the automated creation of certificates of service (e.g., insert a page at the end of every document served showing the case number, filer name, filer email address, date of service, list of all persons served (name and email address), etc.)	High
1550	eFiling Review and Acceptance	Provide eService	Ability to track all details about e-service including status, date and time the service notice email was issued, and the date and time the service notice email was opened	High
1560	eFiling Review and Acceptance	Provide eService	Ability to prevent documents from being served until after a Clerk has accepted them	Medium
1570	eFiling Review and Acceptance	Provide eService	Ability for a Jurisdiction Administrator to prevent e-service on actions that should remain "unannounced" (e.g., ex parte protection orders) through configuration per business rules	High
1580	eFiling Review and Acceptance	Facilitate eDiscovery	Ability for Filers to submit filings for eDiscovery (e.g. documents, videos)	Medium
1590	eFiling Review and Acceptance	Facilitate eDiscovery	Ability for a Filer to exchange other non-filed documents through the eFileTexas 2.0 Solution for discovery (e.g., attorney's sharing documents with other attorneys) and track and display associated data for authorized users (attorneys) within the Solution	High
1600	eFiling Review and Acceptance	Route Proposed Order	Ability for a Clerk to select to route a proposed order to a specific queue	High
1610	eFiling Review and Acceptance	Route Proposed Order	Ability for a Clerk to route a proposed order to the top of a designated queue (e.g., a Judicial Officer queue)	High
1620	eFiling Review and Acceptance	Route Proposed Order	Ability for authorized individuals (e.g., Judicial Officers) to edit a submitted document (e.g., a draft order prepared by an Attorney) with a new version of that document (e.g., a revised order)	Low
1630	eFiling Review and Acceptance	Prepare Citation	Ability for a Clerk to prepare a citation through eFiling	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1640	eFiling Review and Acceptance	Prepare Citation	Ability for a Clerk to prepare a citation where designated fields on the citation are automatically populated with data retrieved from the corresponding filing and/or CMS	High
1650	eFiling Review and Acceptance	Prepare Citation	Ability for a Clerk to submit a citation through eFiling	High
1660	eFiling Review and Acceptance	Prepare Citation	Ability for a Filer to request preparation of a citation	High
1670	eFiling Review and Acceptance	Prepare Citation	Ability for a Clerk to request service of a citation	High
1680	eFiling Review and Acceptance	Prepare Citation	Ability for a Filer to request service of a citation	High
1690	eFiling Review and Acceptance	Prepare Citation	Ability for a Filer to specify the method of service of a citation (e.g., eService, constable, etc.)	High
1700	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Global Administrator to associate statewide or jurisdiction fees with filing types and other OCA defined events or services (e.g., eService)	High
1710	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Jurisdiction Administrator to associate jurisdiction fees with filing types and other jurisdiction defined events or services (e.g., eService)	High
1720	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Jurisdiction Administrator to set a schedule for managing financial transactions (e.g., holds)	High
1730	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Jurisdiction Administrator to manage fee types with configurable workflow and business rules for processing. Examples are included in requirements indented below:	High
1740	Fee Admin and Calculation	Administer Fee Schedule	Fee calculation rules	High
1750	Fee Admin and Calculation	Administer Fee Schedule	Specification if the fee is refundable, eligible to be waived, or voided	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1760	Fee Admin and Calculation	Administer Fee Schedule	Ability to apply a surcharge (e.g., additional fees, returned check fee)	High
1770	Fee Admin and Calculation	Administer Fee Schedule	Fee Codes (e.g., for Appellate and Supreme Courts as defined in Electronic Processing of Revenues and Expenditures, including Texas.gov Portal Activity (APS 029) <a href="https://fmx.cpa.texas.gov/fm/pubs/aps/29/j001_all.php">https://fmx.cpa.texas.gov/fm/pubs/aps/29/j001_all.php</a> )	High
1780	Fee Admin and Calculation	Administer Fee Schedule	Fee Schedule Effective Date	High
1790	Fee Admin and Calculation	Administer Fee Schedule	Fee Schedule Expiration Date	High
1800	Fee Admin and Calculation	Administer Fee Schedule	Fee Code Effective Date	High
1810	Fee Admin and Calculation	Administer Fee Schedule	Fee Code Expiration Date	High
1820	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Global Administrator and/or a Jurisdiction Administrator to manage multiple fee schedule versions (e.g., use of effective dates in the fee schedule)	Medium
1830	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Jurisdiction Administrator to apply fee schedules based on the date of submission of the filing and the effective date of the relevant fee schedule	High
1840	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Global Administrator and/or a Jurisdiction Administrator to designate case types which incur one-time eFiling fees and to change that designation	High
1850	Fee Admin and Calculation	Administer Fee Schedule	Ability for a Global Administrator to establish specific fee schedules for Document Access (e.g., as defined by JCIT Technology Standards)	High
1860	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Clerk to adjust fees after submission and before acceptance (e.g., Clerk adding orders or entries, Filer selected the wrong filing type)	High
1870	Fee Admin and Calculation	Assess & Invoice Fees	Ability to assess filing fees as if there is a single lead document when multiple lead	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			documents are submitted by a Filer for a single case	
1880	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Clerk to recalculate filings fees during the review process (e.g., when a Clerk recategorizes a document type)	High
1890	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to request additional services for which fees are assessed (e.g., refer to JCIT technology standards)	High
1900	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Clerk to add additional services for which fees are assessed (e.g., clerk confirms with Filer of constable service of a document)	High
1910	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Jurisdiction Administrator to specify how filing fees are calculated automatically as documents are added to the filing based on a predefined fee schedule (e.g., fees based on various criteria including type of case, type of service, number of pages in service documents)	High
1920	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Global Administrator and/or a Jurisdiction Administrator to track any transaction fees charged by a payment processing vendor or EFSP	High
1930	Fee Admin and Calculation	Assess & Invoice Fees	Ability to calculate filing fees for a Filer when fees vary according to a stated value in the action (e.g., garnishments, estates)	High
1940	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Clerk ability to view a list of all filing fees during review of a filing including total at the end	High
1950	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to view filing fees prior to submission	High
1960	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to view the total of all filing fees, summarizing fees by case	High
1970	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to view the total fees calculated for a bulk filing submission	High
1980	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to view any convenience fees associated to a filing , as authorized by statute, when payment type is selected	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
1990	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer and/or a Clerk to apply payment of the total filing fees due using a Filer's payment method associated with the filing	High
2000	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to pay filing fees using electronic check ("eCheck")	High
2010	Fee Admin and Calculation	Assess & Invoice Fees	Ability to charge a Filer's payment account when the filing is accepted by the Jurisdiction	High
2020	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to verify the availability of a funds via the designated payment method (e.g., credit card) at the time of filing and prevent submission if authorization is not received	Low
2030	Fee Admin and Calculation	Assess & Invoice Fees	Ability to notify a Filer of the insufficient of funds via the selected payment method at the time of filing	Low
2040	Fee Admin and Calculation	Assess & Invoice Fees	Ability to prevent a Filer from submitting a filing if no form of payment or no request for fee waiver exists	High
2050	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Jurisdiction Administrator to configure placing (or not placing) a hold on the Filer's method of payment at the time of filing submission	Low
2060	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to view a detailed receipt for each submission itemizing all elements of the submission and case (e.g., line items for each distinct fee for each case included in the filing, summary of fees paid by case, summary of all fees for a filing)	High
2070	Fee Admin and Calculation	Assess & Invoice Fees	Ability for the EFM to track the authorization number provided by credit card processing bureau (e.g., subject to PCI compliance requirements) after payment has been processed for a Filer	Medium
2080	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to submit subsequent filings with appropriate fees assessed for the subsequent filings based on file types / case types (e.g., \$15 filing fee for family, crossclaims, motions for new trials)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2090	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to only be charged for a single document if the document was divided in order to meet any file size limitations	High
2100	Fee Admin and Calculation	Assess & Invoice Fees	Ability for a Filer to authorize an additional payment amount or request credit back to the payment account (e.g., credit card) if a filing fee is changed during the review process	High
2110	Fee Admin and Calculation	Void Fee	Ability for a Clerk to void and refund fees (e.g., if a filing is accidentally accepted by the wrong Jurisdiction) with the Solution supporting the void process through automated reconciliation of any affected funds	High
2120	Fee Admin and Calculation	Void Fee	Ability for the Solution to allow void and refund reason codes to be configured in the Solution for tracking and reporting purposes	Medium
2130	Fee Admin and Calculation	Waive Fees	Ability for a Filer to request a fee waiver	High
2140	Fee Admin and Calculation	Waive Fees	Ability for a Global Administrator and/or a Jurisdiction Administrator to define a variety of fee waiver types (e.g., waivers that apply only for a specific case, "blanket" waivers that apply to individuals for all of their filings for a defined period of time)	Low
2150	Fee Admin and Calculation	Waive Fees	Ability for a Clerk to manually contest fee waivers if certain pre-requisite conditions are met by a Filer (e.g., filing of an affidavit of indigency)	High
2160	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to create preformatted editable online forms and document templates by jurisdiction (e.g., step-by-step instructions for each filing type that an inexperienced Filer (e.g., pro se Litigant) can follow / answer to create personalized forms which are ready for filing)	High
2170	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to configure / modify screen labels, instructions / help text, and other static content	High
2180	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to configure jurisdiction-specific local rules for submission and document expectations	Low

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2190	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to create fields and tables for Filers to complete (e.g., free-form, drop-down, narrative text)	High
2200	Forms Assembly	Author Templates and Forms	Ability to render Forms Author designed user interfaces with a mobile-responsive design for template and form-based filings for Filers to create and submit fileable documents	Medium
2210	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to create templates and forms using multiple third-party tools (e.g., HotDocs, A2J Author, and Docassemble)	Low
2220	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to configure rules applicable to the filing context (e.g. number of signatures)	Medium
2230	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to configure forms in Forms Assembly for any filing type available in eFileTexas 2.0 and authorized for Forms Assembly by OCA	Medium
2240	Forms Assembly	Author Templates and Forms	Ability for a Forms Author to configure forms that allow multiple signatures on a single form	High
2250	Forms Assembly	Author Templates and Forms	Ability for a Filer to save work in progress when completing a form in Forms Assembly (e.g. save feature, form status, ability to edit and/ or delete information)	High
2260	Forms Assembly	Author Templates and Forms	Ability for a Filer to be prompted during the forms completion process (e.g. ability to edit and/ or delete form, have an "are you sure" feature for submitting sensitive information)	High
2270	Forms Assembly	Author Templates and Forms	Ability for a Filer to electronically submit a filing generated by Forms Assembly	High
2280	Forms Assembly	Author Templates and Forms	Ability for a Pro Se Litigant to provide electronic forms of signatures compliant with defined business rules (e.g., acknowledgement, image file of signature, /s/ name, signature pad (including on mobile device))	High
2290	Forms Assembly	Author Templates and Forms	Ability for the eFileTexas 2.0 Solution to generate an ECF compliant filing document as a result of the forms assembly process	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2300	Forms Assembly	Author Templates and Forms	Ability for a Filer to generate user friendly PDF renderings of the filing for submission (should not have extra white space, etc.)	High
2310	Forms Assembly	Author Templates and Forms	Ability for a Filer to create a dynamically formatted print-to-PDF version of the completed filing (e.g., form that dynamically adjusts spaces for paragraphs and sections as information is added/deleted by a User)	Medium
2320	Forms Assembly	Author Templates and Forms	Ability for a Filer to access information that enables them to connect with external legal services (e.g., links that redirect Users to Texas Law Help, etc.)	High
2330	Forms Assembly	Author Templates and Forms	Ability for the Solution to provide a chat feature for a Filer to ask questions (e.g., with a bot)	Low
2340	Forms Assembly	Author Templates and Forms	Ability for the Solution to expand input capabilities for data capture (e.g., Artificial Intelligence capabilities that leverage natural language, speech, and image processing so Users can use conversational text, speak to microphones, upload pictures, etc.)	Low
2350	Forms Assembly	Author Templates and Forms	Ability for the Solution to leverage artificial intelligence data about diagnosis, triage, possible options, typical outcomes, likelihood of success, available resources, etc. to better guide pro se Litigants through the legal process based on historical information	Low
2360	Redaction	Redact Automatically (AI)	Ability to automatically redact documents based on criteria pre-defined by Global Administrator (e.g., Texas Rules of Civil Procedure - Rule 21C) for consideration by the Filer prior to submission of the filing	High
2370	Redaction	Redact Automatically (AI)	Ability to automatically redact documents based on machine learning derived algorithms for the Filer's consideration prior to submission of the filing; <i>Please describe your experience and plans for the use of artificial intelligence in the application of redaction</i>	High
2380	Redaction	Redact Automatically (AI)	Ability for a Filer to either accept all redactions or selectively accept redactions recommended by the Solution	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2390	Redaction	Redact Automatically (AI)	Ability for the Global Administrator to configure auto redaction criteria and rules. <i>Describe the level of configurability of the redaction solution.</i>	High
2400	Redaction	Redact Manually	Ability for a Filer to manually redact documents prior to submission of the filing	High
2410	Redaction	Redact Manually	Ability for Filer to mask selected data prior to the submission of a filing (e.g., per Texas Rules of Civil Procedure - Rule 21C such as replacing initials or otherwise preventing the juvenile's name from being viewed, such as a black bar overlay)	High
2420	Redaction	Redact Manually	Ability for a Clerk to manually redact documents in Document Access (e.g., in response to a court order)	High
2430	Redaction	Redact Manually	Ability for a Filer to redact information using black or other noticeable color as defined by Global Administrator for the Solution	High
2440	Redaction	Redact Manually	Ability for the Global Administrator to configure whether to display on the redacted document the User who applied the redaction (e.g., the Filer)	Low
2450	Redaction	Redact Manually	Ability for a Filer, Clerk or other designated User to make annotations and add notes on specific locations on a page of a document (e.g., similar to using a yellow sticky note on a paper document)	Low
2460	Redaction	Redact Manually	Ability for a Filer, Clerk or other designated User to create private/ personal notes/ comments that only the User adding the note would see, with to remove the note/comment at any time	Low
2470	Redaction	Redact Manually	Ability for a Filer, Clerk or other designated User to create notes at the document and/or the case level (e.g., the note would be associated to all documents in the case)	Low
2480	Redaction	Redact Manually	Ability for a Filer, Clerk or other designated User to create notes which the originator can share with selected (as chosen by the author) persons; Solution shall allow the author of the note to change whom the note is shared with or remove the note at any time	Low

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2490	Redaction	Redact Manually	Ability for a Filer, Clerk or other designated User to access copies of documents and print without annotations or comments	Low
2500	Redaction	Preview Redaction	Ability for a Filer to view a redacted document prior to submission of the filing	High
2510	Redaction	Preview Redaction	Ability for a Filer to be prompted with additional fields which may require redaction (using criteria defined in Redact Automatically capability requirements below) when previewing a redacted document prior to submission of the filing	Medium
2520	Document Access	Store Documents	Ability for the Solution to store a copy of each document accepted via eFiling and make it publicly available in a statewide portal (if eligible per the document's security designation)	High
2530	Document Access	Store Documents	Ability for the Solution to receive metadata and documents via API's with the local CMS	Medium
2540	Document Access	Store Documents	Ability for the Document Access component to store designated metadata (e.g., case number, case name, filing date, litigant names/information, filings, party names) for filed documents available for public access	High
2550	Document Access	Store Documents	Ability for the Document Access component to retrieve documents directly from an API-enabled CMS rather than storing the document in Document Access (e.g., integrated courts using APIs for Document Access similar to those used by the EFM); <i>In the comments please describe how this requirement would be met.</i>	High
2560	Document Access	Store Documents	Ability for a Global Administrator to specify acceptable document formats to store in the document access repository (e.g., PDF, media formats such as video). <i>In the comments, please describe recommended file formats for efficiency and best practices, including digital evidence / multi-media types.</i>	High
2570	Document Access	Store Documents	Ability for a Global Administrator or other designated User to enter, edit, and delete document metadata related to a document in Document Access	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2580	Document Access	Store Documents	Ability for a Clerk to designate documents as private, confidential, or non-public for purposes of public access / security	High
2590	Document Access	Store Documents	Ability for a Clerk to modify a document's security designation (private, confidential, or non-public)	High
2600	Document Access	Store Documents	Ability for an authorized User to associate a document with one or more cases (e.g., a notice of appearance filed for multiple charges/cases)	Low
2610	Document Access	Store Documents	Ability for an authorized User to remove a single document from a filing in Document Access without having to remove the entire filing (e.g., if a document is misfiled and the single exhibit needs to be pulled back and replaced with a substitute)	Medium
2620	Document Access	Store Documents	Ability for a User to view conditions associated to a document being accessed (e.g., document has private / confidential information, has been categorized as non-public), when specific circumstances allow it	High
2630	Document Access	Store Documents	Ability for an authorized User to remove a misfiled document from the Document Access Solution and replace with a substitute (e.g., in the event a single document such as an exhibit needs to be removed from a filing in Document Access, but not the entire filing)	Medium
2640	Document Access	Provide Public Access	Ability for the Public to quickly search for documents based on metadata and provide a list of documents meeting that search criteria; Solution shall return a notification if no records are found	High
2650	Document Access	Provide Public Access	Ability for the Public to apply filters (e.g., specific document types in a date range) when searching for document	High
2660	Document Access	Provide Public Access	Ability for the Public or other designated User to perform full-text document searches supported by OCR technology. <i>In the comments please describe the approach to providing full text search capabilities.</i>	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2670	Document Access	Provide Public Access	Ability for the Public to search metadata using advanced search techniques (e.g., Boolean)	High
2680	Document Access	Provide Public Access	Ability for the Public to save a search query (including search parameters) for subsequent reuse (when logged in)	Medium
2690	Document Access	Provide Public Access	Ability for the Public to preview a document and associated metadata in Document Access without opening the document (e.g., view the document as a thumbnail or in a preview pane to see document content); <i>In the comments, please describe preview capabilities available.</i>	High
2700	Document Access	Provide Public Access	Ability for a Global Administrator to configure watermarks specific to document types that are rendered when a document is viewed in preview mode	Low
2710	Document Access	Provide Public Access	Ability for a Jurisdiction Administrator, Global Administrator, or other authorized User to view the case document filing history on demand	High
2720	Document Access	Provide Public Access	Ability to restrict the Public from accessing restricted data (e.g., confidential information, sealed documents, or documents subject to nondisclosure orders) to ensure the security and privacy of those records and prevent unauthorized access to non-public court records	High
2730	Document Access	Provide Public Access	Ability for the Public to pay to access a document for a finite time period configurable in the Solution by the Global Administrator per business rules such as JCIT standards (e.g., 30-days) using the Texas.gov payment adaptor	High
2740	Document Access	Provide Public Access	Ability for multiple members of the Public using the Solution to concurrently view the same document	High
2750	Document Access	Provide Public Access	Ability for a member of the Public using the Solution to view multiple documents at one time and to easily navigate between the open documents	High
2760	Document Access	Provide Public Access	Ability for the Public to separately view individual attachments or exhibits to a filed document	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2770	Document Access	Provide Public Access	Ability for the Public to view a Solution-generated document association (e.g., an answer or exhibit to a motion; a proof of service to the served document)	High
2780	Document Access	Provide Public Access	Ability for the Public to download documents	High
2790	Document Access	Provide Public Access	Ability for the Public to download and save multiple related documents at once (e.g. multi-select from a document list)	High
2800	Document Access	Provide Public Access	Ability for a Global Administrator to configure roles and permissions that only apply to the Document Access Solution/component (e.g., per JCIT Technology Standards, Document Access Configurations including Document Access roles and permissions for roles such as Judges, Attorney on the Case, Visiting Judge, etc.)	High
2801	Document Access	Provide Public Access	Ability for the Public to generate a hyperlink to a specific document. (e.g. to cite to that document from another document)	Medium
2810	Document Access	Provide Public Access	Ability for a Global Administrator to add/configure email domains of people and users who get free access to documents as registered Users	High
2820	Process Automation and Orchestration	Business Rules & Workflow	Ability to allow a jurisdictional administrator the ability to add and/or configure business rules in the Solution easily through the user interface (according to user roles/permissions) and metadata changes that result from the original activity that must be handled.	High
2830	Process Automation and Orchestration	Business Rules & Workflow	Ability to trigger workflow tasks according to business rules configured in the Solution	High
2840	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to allow for the set-up of configurable workflows that include defined process steps and milestones of the common types of events and processes to be performed in the eFiling lifecycle	High
2850	Process Automation and Orchestration	Business Rules & Workflow	Ability for a Jurisdiction Administrator to create individual workflows for each document type and/or filing type	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2860	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to support workflow task routing (scheduled, time-based, condition based, manual, etc.)	High
2870	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to track and to display all completed workflow tasks and related workflow data (i.e. timestamp, username) to provide a comprehensive view of activity taken on a record	High
2880	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to track statuses of objects configured in the Solution (tasks, documents, etc.)	High
2890	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to associate all configurable workflow tasks and associated permissions to a defined user role	High
2900	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to prevent or allow workflow task execution by a user according to the role-based security assigned to the user	High
2910	Process Automation and Orchestration	Business Rules & Workflow	Ability for the Solution to track statuses of objects configured in the Solution (tasks, documents)	High
2920	Process Automation and Orchestration	Business Rules & Workflow	Ability for a Jurisdiction Administrator to create and modify workflows within the EFM without IT or vendor support	High
2930	Process Automation and Orchestration	Business Rules & Workflow	Ability for a Filer's screen to dynamically display workflow forms, lists, and functions depending on whether the filing is to initiate a new case or an action on an existing case	High
2940	Process Automation and Orchestration	Business Rules & Workflow	Ability for an authorized User to "disrupt" an in-progress workflow at any point to take a different action on a document, and to resume the workflow	Medium
2950	Process Automation and Orchestration	Business Rules & Workflow	Ability for a Global Administrator to apply workflow changes in real-time for new workflows without altering workflows in progress	High
2960	Process Automation and Orchestration	Business Rules & Workflow	Ability for a Jurisdiction Administrator to require addresses or other contract information for all parties included in a case	Medium

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
2970	Process Automation and Orchestration	Deliver Required Notifications	Ability to send outbound User notifications to any email service or workgroup product utilizing standard communication protocols	High
2980	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Global Administrator or Jurisdiction Administrator to configure workflows to issue notifications on designated actions (e.g., when the opposing party files, when a Clerk alters a submitted document)	High
2990	Process Automation and Orchestration	Deliver Required Notifications	Ability for the Solution to support configurable notifications (email, alerts) by notification type that are triggered according to configurable business rules	High
3000	Process Automation and Orchestration	Deliver Required Notifications	Ability for a user to effectuate service from the Solution (via email, physical mailings, etc.) and track the date and time services sent and opened (if sent electronically)	High
3010	Process Automation and Orchestration	Deliver Required Notifications	Ability to send a User notifications according to the modes of communication selected by Users at registration (e.g., email, text message)	Medium
3020	Process Automation and Orchestration	Deliver Required Notifications	Ability to use email as the default method for delivering User notifications	High
3030	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Clerk or other designated User to define primary / default and alternate methods for Solution/workflow notifications to be received from among a set of options (e.g., email, text message)	High
3040	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Global Administrator and/or Jurisdiction Administrator to specify which notifications are required and which can be opted-out by a Filer	High
3050	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Filer to opt out of filing notifications defined as optional (e.g., email spam)	High
3060	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Filer to define jurisdiction-specific contact information (e.g., email and physical addresses) when setting up an eFiling account; Solution shall send notifications to the account-level contacts if no jurisdiction-specific contact information is provided	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3070	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Global Administrator and/or Jurisdiction Administrator to issue Solution-wide broadcast notifications to online Users as needed	High
3080	Process Automation and Orchestration	Deliver Required Notifications	Ability for the EFM to distribute all notices for a case to all Attorneys filing an appearance on a case	Medium
3090	Process Automation and Orchestration	Deliver Required Notifications	Ability for a Global Administrator and/or Jurisdiction Administrator to configure issuance of an automated notification to a Filer of last-minute requests (e.g., request for a continuance submitted very shortly before a hearing is scheduled, including at the end of a day with the event being the next morning) where the filing may not be processed in the timeframe requested	High
3100	Process Automation and Orchestration	Deliver Required Notifications	Ability for an Attorney or designated service contact to change the attorney noticing status	High
3110	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Filer to apply (and read) electronic / digital signatures to filed documents	Low
3120	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Jurisdiction Administrator to incorporate the use of signature capture devices (e.g., signature pads, signature apps on mobile devices) to obtain point-in-time signatures from persons not registered as Users of the Solution (e.g., a defendant in a courtroom setting)	Low
3130	Process Automation and Orchestration	Apply Electronic Signature	Ability to impose a physical image of a User's signature on a document when the document is "signed" electronically (e.g., Judicial officer's signature on an order)	Low
3140	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Filer or Judicial Officer to sign PDF documents	High
3150	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Filer or Judicial Officer to select from multiple signature options	High

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ID	Capability	Sub-Capability	Requirement	Priority
3160	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Filer to submit a filing with multiple signatures to be placed on the same document	High
3170	Process Automation and Orchestration	Apply Electronic Signature	Ability for a Judicial Officer to sign multiple documents at one time (e.g., within a single case or multiple cases)	Medium
3180	Process Automation and Orchestration	Apply Electronic Signature	Ability for authorized User roles (e.g., Judicial Officers, Clerks) to authorize a designated User to "sign" a document on their behalf (e.g., one Judicial Officer may be asked to sign an order on behalf of another)	High
3190	Process Automation and Orchestration	Apply Electronic Signature	Ability to restrict a User's access to signature images	Low
3200	Process Automation and Orchestration	Data Entry	Ability to provide data validation rules to ensure data validity at the time of entry (e.g., prevent an alpha character to be entered into a field that is configured to have only numeric values entered by the user)	High
3210	Process Automation and Orchestration	Data Entry	Ability for the Solution to pre-populate forms for the Filer with pertinent information from the CMS during filing preparation	High
3220	Process Automation and Orchestration	Data Entry	Ability for a Global Administrator and/or Jurisdiction Administrator to configure data validations into workflows (e.g., validations beyond those included in the preparation and submission steps)	High
3230	Process Automation and Orchestration	Data Entry	Ability to perform commands using any of the following methods:	High
3240	Process Automation and Orchestration	Data Entry	Easy access toolbar	High
3250	Process Automation and Orchestration	Data Entry	Keyboard	High
3260	Process Automation and Orchestration	Data Entry	Right mouse click	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3270	Process Automation and Orchestration	Data Entry	Short cut commands	High
3280	Process Automation and Orchestration	Data Entry	User defined function keys (hot keys)	High
3290	Process Automation and Orchestration	Data Entry	Ability to allow the user to continue to enter data while the Solution is processing a previous transaction (e.g. a background search process)	High
3300	Process Automation and Orchestration	Data Entry	Ability for the Solution to verify all required data fields have been completed prior to exiting a screen.	High
3310	Process Automation and Orchestration	Data Entry	Ability for the Solution to verify all required data fields have been completed prior to executing a transaction.	High
3320	Process Automation and Orchestration	Data Entry	Ability for the Solution to advise the user of required data necessary to complete a transaction or report.	High
3330	Process Automation and Orchestration	Data Entry	Ability to cut and paste data between fields and across applications.	High
3340	Process Automation and Orchestration	Data Entry	Ability to calculate and display the correct day of the week based on the calendar date for all date fields.	High
3350	Process Automation and Orchestration	Data Entry	Ability to provide a feature to undo or cancel an entry or transaction prior to saving it	High
3360	Account Administration	Register Accounts	Ability for a Global Administrator to configure account registration requirements and processes that are specific to a User types (e.g., Attorneys, self-represented litigants, court staff, law enforcement personnel, other agencies and other User types as necessary)	High
3410	Account Administration	Register Accounts	Ability for a Filer or another User to belong to multiple User groups, subgroups, roles, and jurisdiction while being managed with one unique identifier; <i>In the comments please describe the approach to provisioning security</i>	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			<i>rites rights with potentially overlapping and/or conflicting role profiles.</i>	
3420	Account Administration	Register Accounts	Ability for a Filer to create one individual account that is concurrently associated with one or more groups/organizations (e.g., an Attorney with a law firm who also performs pro bono work for a court)	High
3430	Account Administration	Register Accounts	Ability for an out-of-state Filer (pro hac vice Attorney) to register for e-Filing using their home state, home-state bar credentials, and their sponsoring attorney's Texas State Bar number	Medium
3440	Account Administration	Register Accounts	Ability for an out-of-state Filer (pro hac vice Attorney) to register for either a firm account and/or a self-registration account	Medium
3480	Account Administration	Administer Accounts	Ability for a Global Administrator (e.g., an administrator supporting operation of the entire Solution) to perform group/organization administrator functions	High
3490	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator or Firm Administrator to set up sub-groups within a group for security administration (e.g., criminal division; civil division; firms)	High
3600	Account Administration	Administer Accounts	Ability for a User to receive a notification when a Jurisdiction Administrator makes changes to that User's account	High
3610	Account Administration	Administer Accounts	Ability for a User to turn off notifications of when a Jurisdiction Administrator makes changes to the User's account	Medium
3630	Account Administration	Administer Accounts	Ability for a User to receive a verification notice (e.g., email, according to the preferences of the User configured in the Solution) when changes are made to accounts to confirm that the account owner has been made (or is aware of) the change	High
3640	Account Administration	Administer Accounts	Ability for a Global Administrator and/ or Jurisdiction Administrator to identify potential Users to purge based on OCA defined criteria (e.g., based on the amount of time since they last logged into the Solution)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3500	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator or Firm Administrator to define, manage and control User rights and authorizations at the group / organization level (e.g., Law Firm, Friend of the Court, Prosecutor's Office)	High
3650	Account Administration	Administer Accounts	Ability for a Global Administrator and/ or Jurisdiction Administrator to send a mass email notification that informs potential Users that they need to log into eFileTexas 2.0 within a predefined time period or otherwise be purged out of the Solution	High
3660	Account Administration	Administer Accounts	Ability for a Global Administrator and/ or Jurisdiction Administrator to purge User accounts (e.g., delete, deactivate, or suspend)	High
3670	Account Administration	Administer Accounts	Ability to retain all history of any User account that has been purged for a predefined period consistent with the State of Texas Records Retention laws (refer to <a href="https://www.tsl.texas.gov/slrn/rrs4#sec2.1">https://www.tsl.texas.gov/slrn/rrs4#sec2.1</a> )	High
3680	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator to view status of filings submitted by all Users in their administration group	High
3690	Account Administration	Manage Attorney & Firm Accounts	Ability for a Jurisdiction Administrator to establish Jurisdiction accounts with the authority to create individual User accounts for that jurisdiction	High
3700	Account Administration	Manage Attorney & Firm Accounts	Ability for a Firm Administrator to assign Users (e.g., Attorneys, Filers) to a firm even if that User is already associated with another firm or office	High
3730	Account Administration	Manage Attorney & Firm Accounts	Ability for a Firm Administrator to query the Solution by Filers, Attorneys, and Service Contact (e.g., view query results in the Solution, export query results to .csv or .xlsx, print query results, create standard reports, etc.), including but not limited to the following:	High
3740	Account Administration	Manage Attorney & Firm Accounts	List of all Attorneys by associated cases and locations	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3750	Account Administration	Manage Attorney & Firm Accounts	List of all Attorneys by Service Contact	High
3760	Account Administration	Manage Attorney & Firm Accounts	List of all Service Contacts by associated cases	High
3770	Account Administration	Manage Attorney & Firm Accounts	<p>Ability for a Firm Administrator to have administrative permissions across multiple locations of a firm (e.g., Super Firm Administrator).</p> <p>For example, the ability to reassign Service Contacts by location, including the ability to reassign multiple cases at one time to filers or attorneys outside of one Firm Location's Service Contact List. For example, some cases include several firm locations and the reassignment must be able to be done efficiently rather than manually / individually, which is currently time consuming.</p>	High
3370	Account Administration	Register Accounts	Ability to require that a Filer provide a primary email address when setting up a new account, but also the ability to provide secondary email addresses	High
3380	Account Administration	Register Accounts	Ability for a Filer to use self-service method(s) to set up their own User accounts	High
3390	Account Administration	Register Accounts	Ability for a Filer to be notified of required information to complete when registering for an account (e.g., Users identified as a Texas Attorney must have a State Bar of Texas association number entered into their Attorney account)	High
3400	Account Administration	Register Accounts	Ability for a User to use the same account to access any EFSP and/or the EFM	High
3450	Account Administration	Register Accounts	Ability for a User (Attorney) to define contact information specific to one or more courts when registering an account	High
3460	Account Administration	Register Accounts	Ability for a Filer (Attorney) to receive a prompting reminder to update the State Bar Registry with their current primary email address	Low

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3470	Account Administration	Register Accounts	Ability to verify User accounts during account setup (e.g., email/text, CAPTCHA)	High
3780	Account Administration	Manage Attorney & Firm Accounts	Ability for a Firm Administrator to populate a user's previously captured profile information when adding service contacts to the firm master list	Medium
3510	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator to assign administrator responsibilities to multiple Users within an organization, with the ability to set limits for subordinate security administrators (e.g., a law firm administrator can reset a password for employees of that firm, but cannot establish new User profiles)	High
3520	Account Administration	Administer Accounts	Ability for a substitute Global Administrator (e.g., an administrator supporting operation of the entire Solution) to perform group/organization administrator functions in the event the regular group administrator is unavailable (e.g., a law firm group administrator who takes an emergency leave with no backup administrator)	High
3530	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator to create group/organization accounts with an unlimited number of people associated to the account	Medium
3540	Account Administration	Administer Accounts	Ability to require unique User names and passwords for each User	High
3550	Account Administration	Administer Accounts	Ability for a User to change/reset their own password via the Solution (without intervention of support staff)	High
3560	Account Administration	Administer Accounts	Ability for a User to retrieve forgotten User names and passwords through the Solution (without the intervention of support staff)	High
3570	Account Administration	Administer Accounts	Ability for a Filer to update their personal contact information, including the method(s) for how notification is to be performed (e.g., email, SMS)	High
3580	Account Administration	Administer Accounts	Ability for the solution to display to the Filer the terms and conditions to receive service electronically when they establish their account	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3590	Account Administration	Administer Accounts	Ability for a Jurisdiction Administrator to designate specific groups of Filers (e.g., government filers) who do not pay for filings	Medium
3620	Account Administration	Administer Accounts	Ability for a Filer to designate multiple secondary contacts at the account level for their notifications	Medium
3810	Account Administration	Manage pro se Litigants	Ability for a Global Administrator to set parameters (e.g., number of days since closure of last active filing) that cause the Solution to automatically close the pro se litigant's account	Medium
3710	Account Administration	Manage Attorney & Firm Accounts	Ability for a Firm Administrator to remove a User (Attorney) from a Firm	High
3720	Account Administration	Manage Attorney & Firm Accounts	Ability for a User (Attorney) to view a list of cases which are currently or have been previously associated with a service contact	High
3790	Account Administration	Manage pro se Litigants	Ability for a Pro se Litigant to register and administer their account without providing an attorney of record	Medium
3800	Account Administration	Manage pro se Litigants	Ability for a Pro se Litigant to be added as a Service Contact to a case (e.g., search and select by email address)	High
3820	Integration	General	Ability to provide a fully integrated Solution inclusive of eFiling, Forms Assembly, Document Access, and Redaction capabilities that provides a seamless experience for the user	High
3830	Integration	General	Ability to log the execution and timing of all interface transactions and data exchanges	High
3840	Integration	General	Ability to provide APIs to enable Forms Assembly authoring tools provided by multiple third-party vendors (e.g., HotDocs, A2J Author, Docassemble) for groups such as Texas Legal Help to create templates and forms for pro se Litigants	Medium
3850	Integration	General	Ability to include API(s) to support the generation of citations using jurisdiction-specific template	Low

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3860	Integration	General	Ability to automate and monitor for API errors (outbound or inbound)	High
3870	Integration	General	Ability to integrate with asynchronous methods where practical and provide visibility to API/transaction status to identify problems (e.g., if a filing is stuck somewhere in the workflow)	High
3880	Integration	General	Ability to notify the Global Administrator after an OCA specified number of retries related to integration with 3rd party Solutions	High
3890	Integration	General	Ability for a jurisdiction to interface its own forms management software (e.g., Adobe Lifecycle Designer)	Low
3900	Integration	Integrate with CMS / DMS	Ability for the eFileTexas 2.0 Solution to integrate with the CMS to establish jurisdiction specific EFM parameters (e.g., allowable code values, court level workflows)	Low
3910	Integration	Integrate with CMS / DMS	Ability to provide an API that a CMS vendor can call to send a document to the eFileTexas 2.0 Solution. <i>In the comments describe how this requirement would be met.</i>	High
3920	Integration	Integrate with CMS / DMS	Ability to allow preparation and submission of filings while the relevant CMS is not available and flag the filing as such in the clerk review queue	High
3930	Integration	Integrate with CMS / DMS	Ability to persist submissions in a queue for later processing in the event the CMS is down, and automatically complete the submission when the CMS is back up	High
3940	Integration	Integrate with CMS / DMS	Ability for a Global Administrator to maintain EFM parameters necessary for an individual Jurisdiction CMS to interface/connect to the EFM without the need for support from the EFM vendor and without the need to modify EFM code (where practical). In the comments, please describe limitations related to establishment of such integration	High
3950	Integration	Integrate with CMS / DMS	Ability to use confidentiality status of record from CMS when granting Public or other designated Users access to case documents in Document Access	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
3960	Integration	Integrate with CMS / DMS	Ability for Document Access to intake CMS generated documents	Medium
3970	Integration	Integrate with CMS / DMS	Ability for the EFM to provide a CMS with any available filing metadata (e.g., document type, filing date, acceptance date, party information, attorney of record) when the filing is accepted	High
3980	Integration	Integrate with CMS / DMS	Ability for the EFM to provide the CMS with filing date stamp details	High
3990	Integration	Integrate with CMS / DMS	Ability to integrate Filer payment and receipt processing with CMS. <i>In the comments please describe how this requirement would be met.</i>	High
4000	Integration	Integrate with CMS / DMS	Ability for a Clerk to view select case information configured to pass through from an integrated CMS when reviewing a document	Low
4010	Integration	Integrate with CMS / DMS	Ability for a Public user to view CMS case information (e.g., Register of Actions) in Document Access (if CMS is integrated)	Low
4020	Integration	Integrate with CMS / DMS	Ability for the Public or other authorized User to view all documents associated with a consolidated case based on case consolidation data from CMS	Low
4030	Integration	Integrate with CMS / DMS	Ability for a Clerk to view jurisdiction-specific reference code descriptions which may be different than the descriptions presented to the Filer (e.g., case region, case type, filing code, document type (exhibit, motion, letter))	High
4040	Integration	Integrate with CMS / DMS	Ability for a Filer to view the assigned Judicial Officer and court dates as provided by the CMS	High
4050	Integration	Integrate with CMS / DMS	Ability to automatically update document metadata in Document Access when a Clerk updates information in a CMS for a case that also exists in eFileTexas 2.0 (e.g., party information)	Low
4060	Integration	Integrate with CMS / DMS	Ability for a Clerk and/ or Filer to enter a link of a document to a case event (e.g., a motion hearing) and for the Solution to provide the CMS with a record of the linkage at the time of acceptance	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4070	Integration	Integrate with CMS / DMS	Ability to use CMS case consolidation data to prevent a Filer from filing new documents into cases which are inactive after the consolidation	Medium
4080	Integration	Integrate with CMS / DMS	Ability to use relevant case information from the CMS when performing validations of filing information provided by the Filer during filing preparation, submission and Clerk review (e.g., validating that a judgment exists before a garnishment is filed)	High
4090	Integration	Integrate with CMS / DMS	Ability to include CMS data (where applicable) when providing validation failure messages to the Filer	High
4100	Integration	Integrate with CMS / DMS	Ability to distribute notices created by the CMS (e.g., calendar settings) to parties per registered notification parameters supplied by the Filer in the eFileTexas 2.0 Solution	Low
4110	Integration	Integrate with CMS / DMS	Ability to send Fee Waiver requests to the CMS and receive waiver approval/rejections from the CMS	Low
4120	Integration	Integrate with External EFSP	Ability for a Global Administrator to maintain EFM parameters necessary for the EFSP to connect to the EFSP without the need for support from the eFileTexas 2.0 Solution vendor and without the need to modify EFM code	High
4130	Integration	Integrate with External EFSP	Ability for a Global Administrator to terminate an EFSP service at the discretion of OCA	High
4140	Integration	Integrate with External EFSP	Ability for a Global Administrator to suspend an EFSP service at the discretion of OCA	High
4150	Integration	Integrate with External EFSP	Ability to provide OCA with an OCA approved certification program with which EFSPs must comply before connecting with the EFM	High
4160	Integration	Integrate with External EFSP	Ability for EFSPs to submit filings to the EFM conformant with the existing ECF 4.01 standard with extensions	High
4170	Integration	Integrate with External EFSP	Ability for a EFSPs to submit filings to the EFM conformant with the ECF 5.0 standard	Medium
4180	Integration	Integrate with External EFSP	Ability to not limit the number of connected EFSPs	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4190	Integration	Integrate with External EFSP	Ability to require all EFSPs (vendor provided and 3rd party EFSP) to utilize the same APIs to integrate with the EFM	High
4200	Integration	Integrate with External EFSP	Ability to provide sample messages to help EFSP's comply with filing message format requirements of the EFM	High
4210	Integration	Integrate with External EFSP	Ability to provide an API to receive a ECF message from the CMS to trigger an expunction in the EFM and document access	High
4220	Integration	Integrate with External EFSP	Ability to persist submissions in a queue for later processing in the event the e-Filing Manager (EFM) is down, and automatically complete the submission when the EFM is back up	High
4230	Integration	Integrate with External EFSP	Ability for a Filer (Direct Filer) (e.g., process servers, district attorneys) to submit filings directly to the EFM conformant with the ECF 4.01 standard	High
4240	Integration	Integrate with External EFSP	Solution EFM vendor shall provide EFSPs access to a test environment that mirrors the web services or other interface methods available in the production environment, and a standard set of EFSP certification scenarios for the EFSP to execute to the satisfaction of OCA and the eFileTexas 2.0 Solution vendor	High
4250	Integration	Integrate with Redaction	Ability for a Filer to utilize redaction capabilities fully integrated into the eFileTexas 2.0 Solution user interface, including seamless integration with any third party redaction tool(s) that may be included in the eFileTexas 2.0 Solution. <i>Please describe the redaction capabilities of the proposed Solution in the comments.</i>	High
4260	Integration	Integrate with Payment Adaptor	Ability to integrate with Texas.gov for use by registered Users for payment by credit card or electronic check ("eCheck") of filing fees and other applicable fees incurred through the eFileTexas 2.0 Solution	High
4270	Integration	Integrate with Payment Adaptor	Ability to integrate with the Texas.gov payment processor using the Transaction Processing Engine (TPE) Direct method	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4280	Integration	Integrate with Payment Adaptor	Ability to capture all fees for applicable accepted filings	High
4290	Integration	Integrate with Payment Adaptor	Ability to not accept any court document for filing unless the required filing fees have been assessed or a fee waiver is in effect	High
4300	Integration	Integrate with Payment Adaptor	Ability for a Global Administrator to configure a variable convenience fee for Document Access search transactions based on the payment method (e.g., credit card, eCheck)	High
4310	Reporting	Provide Standard Reporting	Ability for eFileTexas 2.0 to report on information contained in or generated by all Solution components (e.g., EFM, State EFSP, Document Access, etc.)	High
4320	Reporting	Provide Standard Reporting	Ability for an authorized Users to generate standard reports at the jurisdiction or statewide levels	High
4330	Reporting	Provide Standard Reporting	Ability for a Jurisdiction Administrator to create/configure detailed reports of filing metadata and workflow data using reporting tools provided within the eFileTexas 2.0 Solution	High
4340	Reporting	Provide Standard Reporting	Ability for a Global Administrator or Jurisdiction Administrator to limit content shown on reports to data only from the jurisdiction requesting the report	High
4350	Reporting	Provide Standard Reporting	Ability for a Clerk or other authorized User to access configured reports available in the eFileTexas 2.0; the vendor shall provide a minimum set of reports including but not limited to the following indented report types specified in the requirements below:	High
4360	Reporting	Provide Standard Reporting	Daily, Weekly, and Monthly Court Payments Report for a given date/month	High
4370	Reporting	Provide Standard Reporting	Itemized court payments listing for specified parameters (e.g., date range)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4380	Reporting	Provide Standard Reporting	Batch summary deposit listing	High
4390	Reporting	Provide Standard Reporting	Detail reports enumerating collected amounts with breakdown across different fee types	High
4400	Reporting	Provide Standard Reporting	Itemized envelope and filing listing for a given date range	High
4410	Reporting	Provide Standard Reporting	Daily report of all transactions and associated fees	High
4420	Reporting	Provide Standard Reporting	Filing quality reports (e.g., Time to Disposition, Return for Correction by Reason, Return for Corrections by Firm)	High
4430	Reporting	Provide Ad Hoc Reporting	Ability for authorized Users to generate ad hoc reports based on unique, user-defined queries	Medium
4440	Reporting	Provide Ad Hoc Reporting	Ability for real time or near real time data access for ad hoc reporting	Medium
4450	Reporting	Provide Ad Hoc Reporting	Ability to create prescheduled, periodic and real-time custom-query reports and analytics of workload (e.g., workload - number of each type of documents filed and totals; performance - time between submission and receipt of filings)	High
4460	Reporting	Provide Ad Hoc Reporting	Ability for a Global Administrator and/or Jurisdiction Administrator to expose filing metadata and workflow data to third-party reporting tools	High
4470	Reporting	Provide Ad Hoc Reporting	Ability for a Jurisdiction Administrator or other designated Users to generate payment-based reports (e.g., daily, weekly, monthly financial reports of fee, assessments, payments, etc., and totals by fee type to support reconciliation processes)	High
4480	Solution Administration	Federated Identity Access Management	Ability to support federated identity access management across OCA and the Texas courts	High
4490	Solution Administration	Enforce Security	Ability for eFileTexas 2.0 to include a role of Global Administrator with rights to administer	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			Solution functions and configuration applicable to all jurisdictions	
4500	Solution Administration	Enforce Security	Ability for eFileTexas 2.0 to include a role of Jurisdiction Administrator with rights to administer Solution functions and configuration applicable only to a single jurisdiction	High
4510	Security	Enforce Security	Ability for a Global Administrator or Jurisdiction Administrator to maintain a federated, delegated security model to define, manage and control (e.g., add, assign, revoke) user rights and authorizations (e.g., the information any individual user can view, edit, delete) via role-based security profiles. <i>Describe / list all features and limitations.</i>	High
4520	Security	Enforce Security	Ability for a Global Administrator or Jurisdiction Administrator to define security profiles either for roles or individuals (e.g., review clerks can view all documents in all queues for their court; a particular Clerk who can only view documents assigned to a particular judge)	High
4530	Security	Enforce Security	Ability to assign an individual User to multiple security profiles. <i>Describe in the comments any limitations for Users assigned to multiple profiles.</i>	High
4540	Security	Enforce Security	Ability to establish a hierarchy for security profiles	High
4550	Security	Enforce Security	Ability for a Jurisdiction Administrator to perform / manage security and Solution functions only for their local User base (e.g., court staff and clerks), filings, and documents	High
4560	Solution Administration	Enforce Security	Ability for a Global Administrator to define field and data element level permissions	High
4570	Solution Administration	Enforce Security	Ability for a Global Administrator to define transaction and function level permissions	High
4580	Solution Administration	Enforce Security	Ability for a Global Administrator to define screen or window level permissions	High
4590	Solution Administration	Enforce Security	Ability for a Global Administrator to alter the security of an individual content item (e.g., document, case, etc.)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4600	Solution Administration	Enforce Security	Ability for a Global Administrator to alter the security of a content group or aggregation as a unit	High
4610	Solution Administration	Enforce Security	Ability for a Global Administrator to deploy security changes immediately without needing to restart the Solution	High
4620	Solution Administration	Enforce Security	Ability for an authorized User to securely access non-public documents or data based on user role and permissions configured in the Solution	High
4630	Solution Administration	Enforce Security	Ability for Clerk to apply security controls to individual documents. <i>In the comments please describe how this requirement is met.</i>	Medium
4640	Solution Administration	Enforce Security	Ability for the eFileTexas 2.0 Solution to secure electronic transmission of data and documents between all external Solutions and the EFM	High
4650	Solution Administration	Enforce Security	Ability for the eFileTexas 2.0 Solution to encrypt data in transit and data at rest at least at TLS 1.3 and based on rules such as document types, sensitive data, etc.	High
4660	Solution Administration	Enforce Security	Ability for a Global Administrator to define rules that govern password format and strength (e.g., must be ### characters, must include combination of character types, cannot use User ID as password, cannot use own name, phone number); Solution shall automatically validate entered password	High
4670	Solution Administration	Enforce Security	Ability to require that passwords be changed at defined intervals (e.g., 180 days); Solution shall issue prompts to Users to reset passwords as the time period approaches	High
4680	Solution Administration	Enforce Security	Ability to provide multi-factor authentication	High
4690	Solution Administration	Enforce Security	Ability to create a unique account identifier for Users that does not include the User's email nor any other data that may change in the future	High
4700	Solution Administration	Enforce Security	Ability to issue an email and/or SMS alert to the User for which a login attempt failed	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4710	Solution Administration	Enforce Security	Ability to provide Users the ability to logout at any time from any screen	High
4720	Solution Administration	Enforce Security	Ability for Jurisdiction Administrators to configure the duration of the timeout setting that ends a User's session; the Jurisdiction Administrator shall have the ability to configure different settings for different roles (e.g., Filer, Clerk) within their jurisdiction	High
4730	Solution Administration	Enforce Security	Ability for a Global Administrator and Jurisdiction Administrator to immediately "terminate" a User's session	High
4740	Solution Administration	Enforce Security	Ability for a Global Administrator and Jurisdiction Administrator to lock Users out of the Solution	High
4750	Solution Administration	Enforce Security	Ability to include measures for the detection and prevention of unauthorized access intrusion attempts, including notifying OCA of abnormal activities (e.g., geolocating threats). <i>Describe how this requirement would be met</i>	High
4760	Solution Administration	Administer Certificates	Ability to provide a digital certificate that meets OCA defined requirements (e.g. use public key infrastructure (PKI) technology, be X.509 compliant, include an image of a Users electronic signature, etc., as defined in Local Government Code 118.011(3)(B) and Government Code 51.318(b)(7))	High
4770	Solution Administration	Monitor Solution Health	Ability to support redundancies which allow for continued Solution access in the event of a Solution component outage (e.g., clustering, replication)	High
4780	Solution Administration	Monitor Solution Health	Ability to automatically failover to a replicated / backup Solution at any time	High
4790	Solution Administration	Monitor Solution Health	Ability to save in-process data entry during a Solution outage	High
4800	Solution Administration	Execute Quality Control Procedures	Ability for a Clerk, Global Administrator, or Authorized User to generate reports of login accounts and last time a User logged in within their security context	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
4810	Solution Administration	Execute Quality Control Procedures	Ability to configure multiple environments, including Production, Preproduction, and Development environments at a minimum. <i>Describe your proposed environments and what they will be used for, including the environment where Training and Testing would occur.</i>	High
4820	Solution Administration	Execute Quality Control Procedures	Ability for the test environment to include reliable, current configuration for EFSP's to successfully test integrations against new EFM features	High
4830	Solution Administration	Execute Quality Control Procedures	Ability for the test environment to include current infrastructure patch levels for EFSP's to successfully test integrations against new EFM features	High
4840	Solution Administration	Administer Configuration	Ability for a Global Administrator and/ or Jurisdiction Administrator to configure and change online screen forms without vendor assistance	High
4850	Solution Administration	Administer Configuration	Ability for Global Administrator to configure eFileTX2.0 to support the full structure of Texas Courts (e.g., Supreme, Appeals, District, County-Level, Justice and Municipal Courts)	High
4860	Solution Administration	Administer Configuration	Ability for a Global Administrator to define statewide filing elements (e.g., case types, document types, document titles)	High
4870	Solution Administration	Administer Configuration	Ability for a Clerk to view and edit allowable case / document sub-types values specific to their jurisdiction (note: clerks can only view/edit the court-related components)	Low
4880	Solution Administration	Administer Configuration	Ability for a Global Administrator or Jurisdiction Administrator to update tables and lists without impacting filings already in process or completed; the Solution will use version control to maintain referential integrity for data recorded previous to the table update	High
4890	Solution Administration	Administer Configuration	Ability to include an integrated forms management tool for creating, editing, and incorporating security policies (e.g., Adobe).	High
4900	Solution Administration	Administer Configuration	Ability for a Global and/or Jurisdiction Administrator to be able to self-manage configuration. <i>Please describe in the</i>	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			<i>comments the features available to be self-managed, what role(s) can manage them.</i>	
4901	Solution Administration	Administer Configuration	Ability for the Contractor and Global Administrator (and no other roles) to manage which configuration items can be self-managed by other roles.	High
4910	Solution Administration	Administer Configuration	Ability for EFSP's to receive configuration updates (adds, changes and deletes) of only those configuration entries that have changed (i.e., only pull configuration changes rather than the entire configuration code library). <i>Describe methods to inform EFSPs of configuration changes (e.g., notifications, subscriptions to push configuration changes), methods for EFSPs to query for changes, and any performance implications and/or limitation in the comments.</i>	High
4920	Solution Administration	Administer Configuration	Ability for a Global Administrator or Jurisdiction Administrator to utilize a user interface to administer tables, rules and other configuration settings within their security context.	High
4930	Solution Administration	Administer Configuration	Ability to account for state and jurisdiction specific holidays and weekends when calculating dates and durations	High
4940	Solution Administration	Administer Configuration	Ability for a Jurisdiction Administrator to define a jurisdiction-specific calendar	High
4950	Solution Administration	Administer Configuration	Ability to account for state and jurisdiction specific holidays and weekends when calculating dates and durations	High
4960	Solution Administration	Administer Configuration	Ability to synchronize with a central Solution clock	High
4970	Solution Administration	Administer Configuration	Ability to automatically adjust the Solution time for daylight savings time on all Solution components	High
4980	Solution Administration	Administer Configuration	Ability to utilize a Master Time Clock that utilizes Network Time Protocol (NTP) in order to ensure consistent and accurate time throughout all Solution components	High
4990	Solution Administration	Perform Audit	Ability for a Global Administrator and/or Jurisdiction Administrator to query and view a record of all transactions completed in the	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
			eFileTexas 2.0 Solution including the associated user ID, date, time and transaction type	
5000	Solution Administration	Perform Audit	Ability for a Global Administrator and Jurisdiction Administrator to generate Solution administration and performance reports (e.g., activity, inactivity, audit trails, effectiveness, reject rates, Solution metrics)	High
5010	Solution Administration	Perform Audit	Ability for a Global Administrator or Jurisdiction Administrator to export reports and query results of audit information to external products (e.g., Excel) for further processing	High
5020	Solution Administration	Perform Audit	Ability to log all User activities and actions (e.g., submission, acceptance/rejection, forwarding for further action, log on, log off, failed access, adds/changes/deletions, chain of custody, filing processing date and timestamps for User activity, notifications sent)	High
5030	Solution Administration	Perform Audit	Ability to assign a unique identifier for each filing transaction and associate that identifier to each case included in the filing	High
5040	Records Management	Archive Records	Ability for a Global Administrator to manage archiving and deletion of existing metadata and transaction data from the Solution per JCIT Technology Standards and OCA Record Retention Policy	High
5050	Records Management	Retain Records	Ability for a Jurisdiction Administrator to specify the retention of all versions of documents (e.g., as submitted, as accepted with file stamps and any updates)	Low
5060	Records Management	Seal / Expunge Records	Ability for Clerk to seal documents and restrict access only to designated Users	High
5070	Records Management	Seal / Expunge Records	Ability for a Filer or Clerk to seal individual or multiple documents in one action (e.g., all documents in a case)	High
5080	Records Management	Seal / Expunge Records	Ability for a Clerk to unseal individual or multiple documents in one action (e.g., all documents in a case)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5090	Records Management	Seal / Expunge Records	Ability for a Clerk to view an indicator of "under seal" status to alert the reviewer when processing sealed documents	High
5100	Records Management	Seal / Expunge Records	Ability for a Filer to file documents "under seal" and for the Clerk to view that status when reviewing the filing	High
5110	Records Management	Seal / Expunge Records	Ability for a Global Administrator or other designated User to manually request the Solution expunge all documents related to a case based on case identifiers	High
5120	Records Management	Seal / Expunge Records	Ability for Document Access to automatically expunge, seal, or unseal applicable documents in Document Access based on a request generated by the case owner in a CMS transaction	Medium
5130	Records Management	Seal / Expunge Records	Ability for a designated User (e.g., case owner) to submit a request from a CMS to Document Access that requests a case and all associated documents is expunged, sealed, or unsealed	High
5140	Records Management	Seal / Expunge Records	Ability for a Global Administrator to request the Solution to expunge multiple documents based on common meta data parameters	Medium
5150	Records Management	Seal / Expunge Records	Ability for a Jurisdiction Administrator to configure whether eFileTexas 2.0 allow filing into a sealed cases within the given jurisdiction	Low
5160	Records Management	Seal / Expunge Records	Ability for a Clerk or Global Administrator to receive a notification when an expungement is complete (e.g., for expunctions originating from the Clerk, notifications to OCA staff)	High
5170	General (Global)	Browser and OS Support	Ability to be browser-based and accessible by any browser (e.g., Chrome, Internet Explorer, Firefox, Safari and Edge versions back to n-2) running on any operating Solution platform	High
5180	General (Global)	Browser and OS Support	Ability to not require any browser plug-ins, extensions, or add-in applets to function	High
5190	General (Global)	Compatibility	Ability to support HTTPS and automatically redirect requests for HTTP to HTTPS	High
5200	General (Global)	Compatibility	Ability to support sending SFTP envelopes to CMS (e.g., batch process via web services)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5210	General (Global)	Compatibility	Ability to support SOAP protocols for exchanging information via web services with ECF 4 and ECF 5	High
5220	General (Global)	Compatibility	Ability to support REST and/or JSON styles for exchanging filings via web services in the future (e.g., in the event that ECFx will support REST services). <i>Describe any roadmap initiatives to support REST and JSON in the future.</i>	Low
5230	General (Global)	Standards	Ability to not prevent end-Users from concurrently starting or accessing other applications from their computers	High
5240	General (Global)	Standards	Ability to not require the deployment of end-User workstation / client-side components or workstation setting changes to use the Solution (e.g., general compatibility with any workstation running internet browser versions "n-2")	High
5250	General (Global)	Standards	Ability to support web services using auto-generation with XML schemas. <i>Describe any limitations or constraints.</i>	High
5260	General (Global)	Standards	Ability to maintain compliance with Texas Administrative Code (TAC) 202 (security standards), 206 (accessibility standards for websites), 213 (accessibility standards for anything else), and WCAG 2.1. <i>Describe methods to provide reports to verify compliance.</i>	High
5270	General (Global)	Standards	Ability to maintain compliance with LegalXML ECF 4.01 Texas extension and maintain currency with the standard as approved by OCA. <i>Describe the recommended approach to transition from ECF 4.01 to ECF 5.</i>	High
5280	General (Global)	Device Support	Ability for a Jurisdiction Administrator to designate computers for public use to create and submit filings at the Clerk's office or courthouse	High
5290	General (Global)	Device Support	Ability for a Flier to initiate the scanning of documents from the filing screens at public use terminals that do not require the document to be saved to the computer's local drive (or are automatically deleted when the User's session has ended)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5300	General (Global)	Device Support	Ability for a User to perform all functions (e.g., prepare and submit filings, review filings, access documents) from any computer and supported mobile device with internet access	High
5310	General (Global)	Device Support	Ability to utilize single and / or dual monitors	High
5320	General (Global)	Device Support	Ability to provide remotely accessible by the vendor through a VPN connection (or other means of secure remote access) to provide remote support	High
5330	General (Global)	Device Support	Ability to support multiple input methods based on User device and preference (e.g., mouse, keyboard, touchscreen)	High
5340	General (Global)	Online Help	Ability for a Jurisdiction Administrator to configure jurisdiction specific screen and field level help which is displayed to a User for Solution transactions where the jurisdiction context is established (e.g., after a Filer selects the jurisdiction for a filing)	High
5350	General (Global)	Online Help	Ability for a Global Administrator and/or Jurisdiction Administrator to incorporate videos with online documentation for help or training purposes	Medium
5360	General (Global)	Online Help	Ability for the eFileTexas 2.0 Solution help menus to be consistent with industry-standards for online help structures (e.g., contents and index, searching, "about", report a problem)	High
5370	General (Global)	Online Help	Ability to inform Users of "What's New" (revisions, additions, deletions) when accessing documentation which has been updated	High
5380	General (Global)	Search	Ability for a User to use a type-ahead feature for drop-down lists (e.g. user enters "te" and cursor jumps to drop-down list values starting with "te")	High
5390	General (Global)	Search	Ability for a User to perform searches using individual or multiple fields (e.g., case number (full or partial), attorney, party names); Solution shall allow the use of wild cards and provide the ability to designate whether partial matches are acceptable or not	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5400	General (Global)	Search	Ability for User to search for exact matches within target datasets (e.g., court - search based on detail information within a court; court type - search based on detail information across all courts within a county's District Courts; state - search based on detail information across all courts within the State)	High
5410	General (Global)	Search	Ability to search across document files and within documents using keywords, wild cards and Boolean operands (and, or, not); Solution shall provide the ability to designate whether partial matches are acceptable or not	High
5420	General (Global)	Search	Ability for a User to sort the search results	High
5430	General (Global)	Search	Ability for a User to initiate a subsequent search on the search results set	High
5440	General (Global)	Search	Ability for a User to abort a search	High
5450	General (Global)	User Interface	Ability to use standard word processing capabilities (e.g., word wrap, spell check, backspace, delete, undo, insert, overtyping) in free-form text fields	High
5460	General (Global)	User Interface	Ability to designate fields for which data is required to be entered; Solution shall highlight fields which must be completed and prevent Users from proceeding to the next screen until valid information is entered	High
5470	General (Global)	User Interface	Ability to define required relationships between screen-form data fields (e.g., if data is entered in one field, data must exist or be entered in the related field)	High
5480	General (Global)	User Interface	Ability to automatically display additional fields based on entered data (e.g., the next line for additional data is displayed when one line is filled in or when a User selects an option from a list)	High
5490	General (Global)	User Interface	Ability to provide multi-language support in the filing interface with the ability to support additional languages in the future (e.g., ANSI standard, special character support)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5500	General (Global)	User Interface	Ability for Jurisdiction Administrators to include contact information in error messages custom for their jurisdiction	Medium
5510	General (Global)	User Interface	Ability to prevent errors or repetitive requests from inadvertent multiple clicks by a User	High
5520	General (Global)	User Interface	Ability to highlight errors (e.g., data entry, submission failures) and prompt User for correction	High
5530	General (Global)	User Interface	Ability to display visual indicators to denote that a transaction is in progress	High
5540	General (Global)	User Interface	Ability to display visual indicators to denote that a transaction is complete	High
5550	General (Global)	User Interface	Ability to display visual indicators to indicate the categorization of common document types in work queues	High
5560	General (Global)	User Interface	Ability to display a list or thumbnail views of documents, with the ability for Users to switch between thumbnail view and list view	High
5570	General (Global)	User Interface	Ability for Users to change the size of the thumbnail (e.g., such as with the multiple icon sizes in a Windows Explorer folder)	High
5580	General (Global)	User Interface	Ability to provide a full screen mode for document review (e.g., during filing clerk review and any subsequent access of a document)	High
5590	General (Global)	User Interface	Ability for a Global Administrator to tailor screens which support the specific needs of each filer type (e.g., bulk filers may be distinctly different from single-case filer screens, pro se litigants)	High
5600	General (Global)	User Interface	Ability to place common information in a consistent location on each screen (e.g., current date and time, screen name or identifier code, error messages)	High
5610	General (Global)	User Interface	Ability to use a single convention(s) for common data types across screens (e.g., date format)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5620	General (Global)	User Interface	Ability for the eFileTexas 2.0 to dynamically adapt Solution screens to reflect the functions and features consistent with the User's rights and privileges (e.g., functions not authorized are either not displayed or are inaccessible)	High
5630	General (Global)	User Interface	Ability for a Jurisdiction Administrator to configure jurisdiction-specific menus or toolbars	Low
5640	General (Global)	User Interface	Ability for a Global Administrator to associate definitions or additional with specific text or areas on a screen which will be displayed when a User hovers over with the mouse	High
5650	General (Global)	User Interface	Ability to open new windows without blocking the functions needed when that window is open (e.g., a document viewer window should not block the clerk review tools)	High
5660	General (Global)	User Interface	Ability to set parameters which limit searches (e.g., the number of hits to be displayed from a search or the length of time a search can take); Solution shall have the ability to alert the User to a large result set with a prompt to continue or end	High
5670	General (Global)	User Interface	Ability for individual Users to customize or adapt the display windows to best suit their preferences and screen sizes (e.g., minimize or maximize menus, folder views, document sizes)	High
5680	General (Global)	User Interface	Ability to restore a User's display based on their previous login session	High
5690	General (Global)	User Interface	Ability for a Global Administrator to configure toolbars that provide quick access to common and frequently used functions	High
5700	General (Global)	User Interface	Ability for Users to customize toolbar(s) and include only those items which they want to display	High
5710	General (Global)	User Interface	Ability to copy and paste information within the Solution or across third party Solutions (e.g., if a case number needs to be manually input to search for a document or case in the CMS)	High

## Attachment 2-1 to Exhibit 2 to OCA MSA No. 212-20-0385

ID	Capability	Sub-Capability	Requirement	Priority
5720	General (Global)	User Interface	Ability for the eFileTexas 2.0 solution to follow a “responsive design” approach, with screens that automatically adapt to render properly on different devices and form factors (e.g., desktop, laptop, tablet, smart phone)	High



## **Exhibit 3 – Service Level Agreement**

### **Master Services Agreement**

**OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**

## 1 Overview

This Service Level Agreement and the attached Service Level Requirements Spreadsheet (together, this "SLA") adopts and incorporates by reference the terms and conditions of the Master Services Agreement OCA Contract No. 212-20-0385 (the "Agreement"), which was effective on the Effective Date, between the Texas Office of Court Administration ("OCA"), on behalf of the State of Texas, with its principal place of business at 205 W. 14th St., Suite 600, Austin, Texas 78701, and Tyler Technologies, Inc. ("Contractor"), a Delaware corporation, with its principal place of business at 5101 Tennyson Parkway, Plano, Texas 75024. This SLA describes the provision of Production Services, end user support, including customer service support, and hosting of the eFileTexas 2.0 solution in a production environment by the Contractor. Additionally, this SLA sets forth Service Level Requirements ("SLRs"), attached hereto as Attachment 3-1, that identify key performance measures that will be used to evaluate the Contractor's delivery of the Services.

Service Level Reimbursements, to be issued in the form of a credit, have been defined to encourage the consistent and timely delivery of Services and value to OCA and are intended to reimburse OCA for the value of diminished Services delivered and provide an incentive for the Contractor to achieve the stated SLR objectives. They are not intended to be penalties nor compensate OCA for damages.

This document describes the following:

- SLR performance measures and reporting expectations;
- Process to change or establish new SLR performance measures and/or SLRs; and
- Circumstances under which the Contractor will be subject to reimbursement for failure to achieve SLR performance targets.

## 2 Definitions

### 2.1 Defined Terms

For those terms not otherwise defined in this SLA, such terms shall have the definitions set forth in the Agreement. Consistent with Section 2 of the Agreement, in the event of a conflict between the terms and conditions of this SLA and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

**Table 2: Definitions for Exhibit 3 and Attachment 3-1**

Term	Definition
Attainment	The percentage of time Contractor's Software is available during a "Measurement Period". Attainment equals Service Availability less Downtime divided by Service Availability.
Client Error Incident	Any service unavailability resulting from OCA's or Authorized Users' misuse of applications, content, failure to meet minimum equipment requirements, malfunction of OCA's or Authorized Users' applications or equipment, or the acts or omissions of any of OCA's or Authorized Users' third-party providers over whom Contractor exercises no control.
Downtime	The total number of minutes in a "Measurement Period" that Contractor's Software is not receiving, processing, or responding to requests of any Authorized User, other than Planned Downtime or Client Error Incident.
Defect	A failure of Contractor's Software to conform to the functional descriptions set forth in Contractor's written proposal to OCA, or their functional equivalent. Future updates, modifications or enhancements shall meet or exceed the functional requirements set forth in the written proposal.
Emergency Maintenance	Maintenance that is required to patch a critical security vulnerability; or maintenance that is required to prevent an imminent outage of Service Availability; provided, however, in each case Contractor shall notify OCA in the event such emergency maintenance exceeds or is reasonably expected to exceed two (2) hours.
Failure, SLA Failure, Critical SLR Failure	The failure to meet, achieve, or attain the designated performance target for a specified SLR or a Critical SLR, as the case may be, for the applicable Measurement Period.
Planned Downtime	Downtime that occurs during Standard Maintenance or Emergency Maintenance window.
Service Availability	The total number of minutes in a "Measurement Period" that Contractor's Software is receiving, processing, and responding to requests, excluding Planned Downtime, and Client Error Incidents.
Standard Maintenance	Routine maintenance to Contractor's Software and infrastructure which Contractor has notified OCA at least five (5) Business Days in advance of all scheduled outages, in whole or in part, and (a) is scheduled between the hours of 1:00 a.m. and 6:00 a.m. Central Time, and (b) occurs no more frequently than twice per week, provided that if OCA agrees to a longer outage or for an outage scheduled beyond the hours set forth in (a), then such outage will be deemed "Standard Maintenance".
Support Availability	Means Contractor support is available during 7 a.m. to 7 p.m. (Monday – Friday) Central Time. There will be no support coverage on the following days: New Year's Day, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day, and Labor Day.

## 2.2 Measurement Period

If the "Measurement Period" is designated as "monthly," it shall mean the period commencing 12:00 a.m. on the first day of each month and ending 12:00 a.m. on the first day of the following month; if the "Measurement Period" is designated as "quarterly," it shall mean the period commencing 12:00 a.m. on the first day of each quarter and ending 12:00 a.m. on the first day of the following quarter; and if the "Measurement Period" is designated as "annually," it shall mean the period commencing 12:00 a.m. on the first day of each fiscal year and ending 12:00 a.m. on the first day of the following fiscal year.

## 2.3 Service Level Exceptions

In addition to Planned Downtime, Client Error Incidents, and Force Majeure Events (as defined under the Agreement), the Contractor shall not be responsible for a failure to meet any SLR to the extent that such failure is directly caused by any of the following:

- Service outages and missed SLRs due to system components owned or controlled by OCA. OCA will conduct a Root Cause Analysis to determine reasons for outages.
- Service outages and missed SLRs due to system components owned or controlled by third-party contractors, other than subcontractors engaged by Contractor, including a local jurisdiction's Case Management System, Texas.gov payment adaptor, and Electronic Filing Service Providers (EFSPs). The Contractor will conduct a Root Cause Analysis to determine reasons for outages.
- Willful misconduct or violations of law by OCA or third-party contractors, other than subcontractors engaged by Contractor.
- Service or resource reductions requested or approved by OCA and agreed to by the parties through a Change Request; provided that, as part of such process, the Contractor has previously notified OCA in writing that the implementation of such Change Request would result in such failure to meet the SLR.

## 2.4 Changed Service Level Requirements

The Parties may agree to add or otherwise make changes to the SLR in accordance with the Agreement, including but not limited to Section 5.1 (Performance and Service Levels), Section 19.8 (Lack of Sufficient Funds or Statutory Authority) and, if applicable, Section 4.4 (Change Request). In respect of a New Service to be added the Parties will discuss and agree upon the following modifications:

- Status of the New Service as an SLR;
- Measurement tools and the methods of calculation to be used for monitoring and reporting on such New Service; and
- SLRs applicable to such New Service.

At OCA's request, the Contractor will provide to OCA the performance data recorded by the Contractor in connection with the Services for the purpose of informing OCA regarding the implementation of any such changes.

### **3 Service Level Monitoring and Measurement**

The Contractor will continuously monitor the eFileTexas 2.0 solution and the Services in order to identify, report, and correct SLR Failures and to ensure that the Contractor is meeting or exceeding the SLRs as required herein.

#### **3.1 Measurement Reporting**

The Contractor will provide reports to OCA regarding their compliance with the SLRs.

The Contractor will measure all data reasonably required by OCA to determine the Contractor's performance of the measured Services against the applicable SLRs set out in Attachment 3-1: Service Level Requirements. Without limiting the foregoing, the Contractor will keep complete and accurate logs of all such data for no less than one year from the availability of the applicable report.

The Contractor will provide OCA with performance monitoring reports in a Web-based dashboard format that depict the current conditions across the eFileTexas 2.0 solution and access to historical data and trends. Performance monitoring reports shall provide both top-level views and contextual drilldowns, as well as raw data access for a broad spectrum of users and transactions.

- A. On or before the 10<sup>th</sup> calendar day of each calendar month or as otherwise requested by OCA, Contractor will deliver a performance measurement Report to OCA containing:
- i. For each measured SLR and with respect to the immediately preceding calendar month, all data relating to the provision of the Service during the applicable month;
  - ii. For each measured SLR during the immediately preceding calendar month, details of the Contractor's performance as measured against the SLRs for such Service during the applicable month;
  - iii. Details of any Planned Downtime which the Contractor believes has impacted the measured Services during the applicable month; and
  - iv. Any other information reasonably requested by OCA from time to time.

For any SLRs with a measurement period of longer than a month, the provision of (ii) above shall apply for the calendar month on which the final date of the measurement period for such SLR falls.

- B. Upon OCA's request, the Contractor will provide OCA data and details for measured SLRs in an OCA approved form and format containing:
- i. All data relating to the provision of the measured SLR during the applicable day;
  - ii. Details of the Contractor's performance as measured against the SLRs during the applicable day;

- iii. Details of any measured SLRs that were supposed to be performed during the applicable day that were not fully performed as required; and
- iv. Details of any measured SLRs that were supposed to have been performed during a previous day but were not fully performed as required on that day, and the status of such measured Services.

As required, the Contractor will provide OCA with an electronic feed of all data in a form and format that will enable OCA to use, copy, sort, manipulate, modify, analyze, extract, translate, and load the data without a requirement that OCA undertake modifications to the data or the form or format in which it was delivered in order to do so, or in any other form and format mutually agreed to by the Parties.

In generating data for dashboard reports provided by the Contractor, the Contractor will use, for each SLR, the measurement tools and methodologies needed to adequately measure each Service Level, or such other means as reasonably required by OCA to confirm the Contractor's compliance with the SLRs.

Contractor will also provide an online portal providing OCA with access to all the SLR data as described in this section.

### 3.2 Defect Priority Levels

For both Implementation and Production Services, Contractor will classify Defects into the Priority Levels set forth in the table below. The reported incident will be considered a Defect at the time it is confirmed by Contractor; provided, however, Contractor shall not unreasonably delay confirmation of a Defect, including its classification.

Priority Level	Characteristics of Defects
1 Critical	Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote locations; or (c) systemic loss of multiple essential system functions.
2 High	Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.
3 Medium	Priority Level 1 Defect with an existing circumvention procedure, or a Priority Level 2 Defect that affects only one user or for which there is an existing circumvention procedure.
4 Low	Defect that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.

#### **4 Performance Reimbursement**

Critical SLRs and Monitored SLRs set forth in this SLA identify key performance measures that will be used to evaluate the Contractor's delivery of the Services.

Contractor shall reimburse OCA for failure to achieve any Critical SLR. Monitored SLRs are not subject to Service Level Reimbursements but are monitored against key performance indicators (KPIs) for continuous improvement purposes.

OCA has designated nine (9) Critical SLRs as set forth in Attachment 3-1. If Contractor fails to achieve the performance target of any Monitored SLRs in any two out of four rolling Measurement Periods, then upon OCA's notice to Contractor, such Monitored SLR shall become a Critical SLR and shall remain a Critical SLR until the Contractor has achieved the Performance Targets for such SLR for two consecutive measurement periods, then such Critical SLR shall automatically revert to a Monitored SLR.

Regardless of SLR identification (Critical SLR or Monitored SLR), the Contractor shall perform a Root Cause Analysis in accordance with Section 5.3 (Service Problem Analysis) of the Agreement for any failure to attain an SLR. The Root Cause Analysis will include actions and target completion dates to prevent recurrence of the failure.

OCA expects continuous improvement in the Contractor's provision of the Services. By mutual written agreement of Contractor and OCA, new SLRs may be added to replace or augment existing SLRs with the objective of reflecting changing or new requirements and improvements. Where appropriate, OCA expects to review SLRs at least each Contract Year and OCA and Contractor may adjust the SLRs as needed. OCA and the Contractor acknowledge that Critical SLRs have been set to meet OCA's minimum business requirements, and subject to Service Level Reimbursements when a Critical SLR is missed as follows:

Except as specified in a Critical SLR included in Attachment 3-1, for each Critical SLR Failure during the same Measurement Period, 2.5% of the quarterly Charges will be reimbursed to OCA as Service Level Reimbursements on the next invoice.

The maximum amount of Service Level Reimbursement in any Contract Year shall not exceed 18% of the Charges applicable to such Contract Year.

## Attachment 3-1 Service Level Requirements

Each SLR set forth below in this document identifies key performance measures that will be used to evaluate the Contractor's delivery of the Services. The overriding goal in developing SLRs is to support OCA's desire to manage the Contractor's Services by monitoring and measuring performance against OCA's defined SLRs. In no event, unless mutually agreed, will the SLRs or the Service Level Reimbursements set forth herein be reduced below the levels at which they are set on the Effective Date of the Agreement.

**Table 1: SLR Component Definitions**

SLR Component	Definition
SLR Tower	The specific service tower that is measured (e.g., cross-functional, service desk, SaaS).
SLR Type	The specific service type that is measured (e.g., reporting, incident resolution time, Root Cause Analysis, response time, availability, recovery time objective, recovery point objective, disaster recovery, downtime, documentation).
SLR Name	The specific service level requirement that is measured.
Service Measure	The specific type of service that is measured (e.g., schedule adherence, time to resolve, time to report, availability of system).
Performance Metric	Service-level performance metric for the work that the Agreement requires the Contractor to perform.
Performance Target	Measurement of the work that the Agreement requires the Contractor to perform, generally expressed as a percentage.
Formula	Description of the mathematical formula used to measure the delivery of a Service against the service-level metric.
Measurement Period	Time during which an SLR is to be measured to determine whether the Contractor has exceeded, met, or not met the target SLR. For each SLR, the Measurement Period shall commence upon OCA's acceptance of the Project Closeout Report as described in the Statement of Work.
Reporting Period	Period of reporting that the Contractor measures the target SLR.
Critical or Monitored	Identification of the SLR as either Critical or Monitored.

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-1	Cross Functional	Reporting	Reporting	Schedule Adherence	Provision of Reports within the defined timelines in the Agreement	100%	[Number of agreed actions that are completed within the target dates] ÷ [The total number of agreed actions in the Measurement Period]	Monthly	Monthly	Critical
SLR-2	Cross Functional	Incident Resolution Time	Resolution	Time to Resolve, excluding any amount of time Contractor is waiting on either a response or an action item from OCA, Authorized Users or Integration Partners	Defect Level 1: ≤ 8 business hours Defect Level 2: ≤ 5 business days Defect Level 3: Commercially reasonable resolution, ≤ 2 quarters where the Defect impacts Integrated Partners, ≤ 1 quarter where the Defect does not impact Integrated Partners. Defect Level 4: Commercially reasonable resolution, which shall occur within three quarters	Defect Level 1: ≤ 8 business hours 95% of the time Defect Level 2: ≤ 5 business days 95% of the time Defect Level 3: ≤ 2 quarters where the Defect impacts Integrated Partners, ≤ 1 quarter where the Defect does not impact Integrated Partners Defect Level 4: Commercially reasonable resolution, 95% of the time Defect Level 4: ≤ 3 quarters	[Number of defects that met SLR] ÷ [The total number of defects in the Measurement Period]	Quarterly	Quarterly	Critical – D1, D2, and D3  Monitored – D4

Attachment 3-1 to Exhibit 3 to OCA MSA No. 212-20-0385

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
					from the time the issue is reported, or at a later time that is mutually agreed to by the Parties.	100% of the time				
SLR-3	Service Desk (Filer Support)	Response Time	First Contact Resolution	First Contact Resolution Percentage	80%	100%	[Number of User contacts to the filer service desk during the Measurement Period which are resolved by the initially-contacted Service Desk agent and did not result in a call back by a different Service Desk agent] ÷ [The total number of User contacts during the Measurement Period] x 100% = "Percent (%) Attained"	Monthly	Monthly	Critical
SLR-4	SaaS	Availability	Uptime/ Availability SLR Overall System Availability	Availability of EFM	Sun-Sat, 0000-2400	99.9%	Attainment of the EFM	Quarterly	Quarterly	Critical  To the extent that Contractor fails to meet the Performance Target and

Attachment 3-1 to Exhibit 3 to OCA MSA No. 212-20-0385

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
										its Attainment is less than 99.9% but is greater than 99.5%, the SLR Reimbursement for such Measurement Period shall be set at 0.5% and if Attainment is at 99.5% or less, then the SLR Reimbursement is as set forth in the SLA at 2.5%.
SLR-5	SaaS	Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	Recovery Time and Data Recovery	Recovery Time and Recovery Point	≤8 business hours with ≤2 business hours of data loss	[Number of instances within Performance Target] ÷ [Total number of instances during Measurement Period]	Designated recovery period following a "Disaster" as designated in the Disaster Recovery Plan	Periodically throughout the recovery period	Critical

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-6	SaaS	Information Transmission /Readiness	Filing Completion	EFM Performance	Elapsed time ≤ 90 seconds from acceptance of a filing to initiation of transmission of the filing to the payment processing sequence	99.9%	[Number of instances of within Performance Metric] ÷ [Total number of filings accepted]	Monthly	Monthly	Critical
SLR-7	Cross Functional	Incident Response Time	Time to Notify OCA of Defects	Time to Respond	Incident Response: Defect Level 1 – within the sooner of 1 business hour or 4 hours  Defect Level 2 - within 2 business hours  Defect Level 3 - within 1 business day  Defect Level 4 - within 2 business days	Incident Response: Defect Level 1 – within the sooner of 1 business hour or 4 hours ≥ 95%,  Defect Level 2 - within 2 business hours ≥ 95%  Defect Level 3 - within 1 business day ≥ 95%  Defect Level 4 - within 2 business days ≥ 95%	[Number of Incidents that met SLR] ÷ [The total number of Incidents in the measurement period]	Monthly	Monthly	Critical

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-8	Cross Functional	Incident Response Time	Time to Notify Authorized Users of Defect Level 1 or 2	Time to Initiate Response	<p><u>During Business Hours:</u> Defect Level 1 - within 1 business hour Defect Level 2 - within 4 business hours</p> <p><u>Outside Business Hours:</u> By 9 am Central time on the next Business Day</p>	98%	<p>[Number of incidents within Performance Target] ÷ [Total number of incidents during Measurement Period] = “Percent (%) Attained”</p> <p>For Incidents due to change — Measure every 4 weeks</p>	Monthly	Monthly	Critical
SLR-9	Cross Functional	Incident Resolution SLRs	Root Cause Resolution	Completed per RCA plan	Complete the RCA plan per approved schedule	100%	Completed within required time	Weekly	Monthly	Monitored
SLR-10	Service Desk (Filer Support)	Response Time	Speed to Answer	Phone Response Time	Median ≤2 minutes	80%	<p>[Number of phone calls to the Service Desk during the Measurement Period that are answered by a Service Desk agent within the Performance Target] ÷ [total number of phone calls to the Service Desk during the Measurement Period]</p>	Monthly	Monthly	Monitored

## Attachment 3-1 to Exhibit 3 to OCA MSA No. 212-20-0385

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
							x 100% = "Percent (%) Attained"			
SLR-11	Service Desk (Filer Support)	Response Time	Call Abandonment Rate	Phone Response Time	≤5%	100%	[Number of phone calls to the Service Desk during the Measurement Period that are more than 30 seconds in duration and abandoned from the queue before being answered by a Service Desk agent] ÷ [Total number of phone calls that entered the queue and are more than 30 seconds in duration during the Measurement Period] x 100% = "Percent (%) Abandoned"	Daily	Weekly	Monitored
SLR-12	Service Desk (Filer Support)	Response Time	E-mail and voicemail response rate	Response Time	≤ 6 business hours	98%	E-mail response rate: [Number of e-mails received and responded to within the Performance Target during the Measurement	Daily	Weekly	Monitored

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
							<p>Period]                      ÷                      [Total number of e-mails received during the Measurement Period]                      x 100% =                      "Percent (%)                      Attained"</p> <p>Voice Mail response rate:                      [Number of voice mails received by the voicemail system during the Measurement Period and responded to by a Service Desk agent within the Performance Target]                      ÷                      [Total number of voice mails received by the voicemail system during the Measurement Period]                      x 100% =                      "Percent (%)                      Attained"</p>			

## Attachment 3-1 to Exhibit 3 to OCA MSA No. 212-20-0385

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-13	Service Desk (Filer Support)	Response Time	Incident Closure Notice (via e-mail and/or phone)	Elapsed Time after service restoration	Within 1 hour following incident resolution	98%	[Number of Incidents Resolved and service requests completed during the Measurement Period for which a closure notice was provided to the User within the Performance Target] ÷ [Total number of Incidents Resolved and service requests completed during the Measurement Period] x 100% = "Percent (%) Attained"	Daily	Weekly	Critical
SLR-14	SaaS	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual test completed, DR test results made available to OCA and accepted by OCA in accordance with the criteria agreed upon by the Contractor and OCA prior to execution of each test	100%	[Number of instances within Performance Target] ÷ [Total number of instances during Measurement Period]	Semi-annual	Semi-annual	Monitored

## Attachment 3-1 to Exhibit 3 to OCA MSA No. 212-20-0385

ID	SLR Tower	SLR Type	SLR Name	Service Measure	Performance Metric	Performance Target	Formula	Measurement Period	Reporting Period	Critical or Monitored
SLR-15	SaaS	Planned Downtime	Planned Downtime	Availability per location	≤10 hours down time per week (per component)	100%	Actual scheduled downtime per component is defined as: monthly outage duration - monthly planned outage	Weekly	Monthly	Monitored
SLR-16	SaaS	Release Documentation	Release Documentation delivered within agreed timing	Documentation received within agreed time prior to Release date	All documentation	100%	$\frac{[\text{Number of instances (releases) within Performance Target}]}{[\text{Total number of instances during Measurement Period}]}$	Monthly	Monthly	Monitored



**Exhibit 4 – Pricing and Financial Provisions**  
**Master Services Agreement**  
**OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**

## Exhibit 4 to OCA MSA No. 212-20-0385

	<b>Charges</b>	<b>Invoice Date</b>
<b>Implementation Services</b>		
Effective Date – August 31, 2022	\$0.00	N/A
<b>Production Services</b>		
<b>Year 1: Sept. 1, 2022 – Aug. 31, 2023</b>		
OCA Fiscal Quarter: Sept. 1, 2022 - Nov. 30, 2022	\$4,900,214	January 2023
OCA Fiscal Quarter: Dec. 1, 2022 – Feb. 28, 2023	\$4,900,214	April 2023
OCA Fiscal Quarter: March 1, 2023 – May 31, 2023	\$4,900,214	July 2023
OCA Fiscal Quarter: June 1, 2023 – Aug. 31, 2023	\$4,900,214	October 2023
<b>Year 2: Sept. 1, 2023 – Aug. 31, 2024</b>		
OCA Fiscal Quarter: Sept. 1, 2023 - Nov. 30, 2023	\$4,900,214	January 2024
OCA Fiscal Quarter: Dec. 1, 2023 – Feb. 29, 2024	\$4,900,214	April 2024
OCA Fiscal Quarter: March 1, 2024 – May 31, 2024	\$4,900,214	July 2024
OCA Fiscal Quarter: June 1, 2024 – Aug. 31, 2024	\$4,900,214	October 2024
<b>Year 3: Sept. 1, 2024 – Aug. 31, 2025</b>		
OCA Fiscal Quarter: Sept. 1, 2024 - Nov. 30, 2024	\$4,900,214	January 2025
OCA Fiscal Quarter: Dec. 1, 2024 – Feb. 28, 2025	\$4,900,214	April 2025
OCA Fiscal Quarter: March 1, 2025 – May 31, 2025	\$4,900,214	July 2025
OCA Fiscal Quarter: June 1, 2025 – Aug. 31, 2025	\$4,900,214	October 2025
<b>Year 4: Sept. 1, 2025 – Aug. 31, 2026</b>		
OCA Fiscal Quarter: Sept. 1, 2025 - Nov. 30, 2025	\$4,900,214	January 2026
OCA Fiscal Quarter: Dec. 1, 2025 – Feb. 28, 2026	\$4,900,214	April 2026
OCA Fiscal Quarter: March 1, 2026 – May 31, 2026	\$4,900,214	July 2026
OCA Fiscal Quarter: June 1, 2026 – Aug. 31, 2026	\$4,900,214	October 2026
<b>Year 5: Sept. 1, 2026 – Aug. 31, 2027</b>		
OCA Fiscal Quarter: Sept. 1, 2026 - Nov. 30, 2026	\$4,900,214	January 2027
OCA Fiscal Quarter: Dec. 1, 2026 – Feb. 28, 2027	\$4,900,214	April 2027
OCA Fiscal Quarter: March 1, 2027 – May 31, 2027	\$4,900,214	July 2027
OCA Fiscal Quarter: June 1, 2027 – Aug. 31, 2027	\$4,900,214	October 2027



**Exhibit 5 – HUB Subcontracting Plan  
Master Services Agreement  
OCA Contract No. 212-20-0385**

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Between

**Texas Office of Court Administration**

*and*

**Tyler Technologies, Inc.**



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# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

\***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

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In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**-- Agency Special Instructions/Additional Requirements --**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract**\* in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

The HUB goals for this procurement are:

- 21.1% - commodities contracts; and
- 26.0% - all other services contracts.

All Offerors, HUB and non-HUB, are required to submit a completed HUB Subcontracting Plan (HSP) with their response. Failure to submit a completed HSP shall result in the Offer to be considered non-responsive.

For a list of potential subcontracting opportunities, refer to Section 3.3 of the Request for Offer (RFO).

--Respondents using Checklist Option 3 must complete the HSP Good Faith Effort - Method B (Attachment B) for EACH subcontracting opportunity identified in Section 2 of the HSP.

--Please note: (Section B-3: Notification of Subcontracting Opportunity) of Attachment B requires respondent to provide notice to three (3) or more Texas certified HUBs AND two (2) or more Texas trade organizations and development centers for EACH subcontracting opportunity identified in Section 2.

--These notification must be done at least seven (7) working days prior to submitting your bid response to the contracting agency to allow time for the potential subcontractor to respond. \*\*\*Seven (7) working days shall be defined as business days of OCA, not including weekends or OCA observed holidays. The first working days shall be the day following the day that the notice was sent, and the 7th day is the day that the response is due.

--Provide along with all documentation (i.e., certified letter, fax, e-mail) and a copy of the CMBL/HUB Vendor Detail page. This is to ensure that the Texas certified HUB that is listed is an Active Bidder.

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Tyler Technologies, Inc. State of Texas VID #: 17523039208  
 Point of Contact: Eric Cullison - VP of Sales, C&J Division Phone #: 972-713-3770  
 E-mail Address: Eric.Cullison@tylertech.com Fax #: 972-713-3777
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition # RFO 212-20-0385 Bid Open Date: 06/16/2020  
(mm/dd/yyyy)

Enter your company's name here: Tyler Technologies, Inc. Requisition #: RFO 212-20-0385

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Tyler Technologies, Inc. Requisition #: RFO 212-20-0385

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

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Enter your company's name here: Tyler Technologies, Inc. Requisition #: RFO 212-20-0385

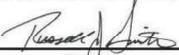
**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Tyler Technologies does not anticipate the need for any subcontractors in this engagement and is the sole respondent for this proposal. Because this project involves proprietary software that is already implemented, there is not an opportunity to include any subcontractors.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 _____ Signature	Russell Smith _____ Printed Name	President, C&J Division _____ Title	06/16/2020 _____ Date (mm/dd/yyyy)
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**Reminder:**

- If you responded **"Yes"** to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded **"No"** **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.



## HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Tyler Technologies, Inc. Requisition #: RFO 212-20-0385

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

### SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

### SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

## HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: <u>Tyler Technologies, Inc.</u>	Requisition #: <u>RFO 212-20-0385</u>
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**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

**Item Number:** \_\_\_\_\_ **Description:** \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

Rev. 2/17

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

<b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
<b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>
<b>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ . <div style="display: flex; justify-content: center; gap: 50px; font-size: small;"> <span>Central Time</span> <span>Date (mm/dd/yyyy)</span> </div>	
<i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i>	
<i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
4. Bonding/Insurance Requirements: <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	
5. Location to review plans/specifications: <span style="float: right;"><input type="checkbox"/> - Not Applicable</span>	