ATTACHMENT B



ELECTRONIC FILING SERVICE PROVIDER AGREEMENT

This Electronic Filing Service Provider Agreement ("EFSP Agreement") is entered into by and between Tyler Technologies, Inc. ("Tyler") and _____ (the "EFSP").

WHEREAS, Tyler and the Maryland Office of Court Administration ("OCA") have entered into a certain Electronic Filing Agreement dated June 25th, 2014 (the "eFile Agreement") whereby Tyler has made available to courts within the State of Maryland (the "Courts") Tyler's electronic filing system ("EFile System"); and

WHEREAS, EFSP provides certain services to Registered Users (as that term is defined in the eFile Agreement) of the EFile System, including, but not limited to, filing of electronic documents on behalf of Registered Users; and

WHEREAS, EFSP desires to submit, on behalf of Registered Users filings and payments for related services through the EFile System and collect from through the EFile System fees for services rendered by EFSP;

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this EFSP Agreement, Tyler and EFSP agree as follows:

1 CERTIFICATION AND APPROVAL REQUIRED

1.1 EFSP shall become and at all times pertinent hereto remain an approved electronic filing service provider by the OCA and such approval shall be at the sole discretion of the OCA based upon criteria determined by the OCA.

1.2 EFSP shall become and at all times pertinent hereto remain a certified electronic filing service provider by Tyler. Certification shall be based upon technical criteria relating to EFSP's ability to integrate with Tyler's EFile System.

1.3 Tyler may certify EFSP for filing in particular jurisdictions and/or individual court locations based upon technical requirements specific to such jurisdiction or individual court. EFSP shall not submit filings through the EFile System in jurisdictions for which EFSP is not certified.

1.4 In the event that EFSP fails to obtain, maintain or has certification or approval terminated, EFSP access to the EFile System will be suspended or denied until such time as certification or approval is obtained.

2 PAYMENT PROCESSING

2.1 Upon submission of an EFile transaction on behalf of a Registered User, EFSP may also submit a payment request for services rendered by the EFSP to be paid as part of settlement of a Registered User's EFile credit card transaction.

2.2 On a monthly basis, Tyler shall report to EFSP all transactions submitted by the EFSP that included EFSP fees and remit payment of all EFSP's submitted fees for the prior month. Tyler shall remit payment to EFSP by check or ACH transfer but reserves the right to reasonably change the manner of disbursement upon 60 days notice to EFSP.

2.3 EFSP shall notify Tyler within 60 days of any dispute with or error in Tyler's monthly reporting. Any report not disputed within 60 days of receipt by EFSP shall be deemed accepted. In the event of any overpayment by Tyler in a given monthly reporting period, Tyler shall reduce the subsequent payment by the amount of any such overpayment.

3 TERM AND TERMINATION

3.1 Term. This EFSP Agreement shall commence as of the Effective Date and shall continue for an initial period of one (1) year (the "Term"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall automatically extend for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminates this EFSP Agreement in accordance with this Section 3.

3.2 Termination for Cause. Either party may terminate this EFSP Agreement for "Cause", provided, however, that such party follows the procedures set forth in this Section 3.2. For purposes of this Section 3.2, "Cause" means either:

3.2.1 a material breach of this EFSP Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach;

3.2.2 repeated breach, regardless of whether the same is material, of this EFSP Agreement;

3.2.3 failure by the EFSP to attain and/or maintain certification and approval as an Electronic File Service Provider pursuant to Section 1;

3.2.4 the failure by either party to timely pay when due any monies owed to the other party under this EFSP Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after receiving written notice of the other party's intent to terminate for failure to pay;

3.2.5 breach of Section 5;

3.2.6 No party may terminate this e-File Agreement under this Section 3.2 until it notifies the other party in writing of the existence of such material breach and, if a cure period is provided herein, cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

3.3 Change in Legal Requirements. If the obligations imposed upon either party under this EFSP Agreement are materially changed pursuant to statute or Court mandate (including, without limitation, local court rules and state supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this EFSP Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes, then either party may terminate this EFSP Agreement upon thirty (30) days' written notice to the other party.

4 GENERAL RESTRICTIONS AND LIMITATIONS

4.1 Restricted Access to the EFile System. EFSP shall not allow or authorize any person (including, without limitation, employees, contractors, consultants, and agents) or entity to:

4.1.1 submit Documents or Information through the EFile System except Register Users;

4.1.2 receive, copy, store, search, upload, distribute, and make available the Documents or Information available through the EFile System, except as authorized by the OCA;

4.1.3 engage in any Unauthorized Use.

4.2 EFSP submissions through the EFile system shall:

4.2.1 comply with all schedules, rules and mandates of the OCA, including, but not limited to, the schedule of fees and charges applicable to Registered Users for filing and credit card processing.

4.2.2 adhere to all applicable rules governing electronic filing of Documents with the Courts as the same may be amended from time to time.

4.2.3 contain all necessary information for Tyler to identify the Registered User and EFSP.

5 PROPRIETARY RIGHTS

5.1 Tyler Proprietary Rights. The EFile System, TOGA, User Documentation, Tyler's Technology and Tyler's Web Site (including the URL) constitute or otherwise involve valuable Proprietary Rights of Tyler. No title to or ownership of the EFile System, TOGA, User Documentation, Tyler's Technology or Tyler's Web Site, or any Proprietary Rights associated therewith, are transferred to the EFSP or any third party under this EFSP Agreement.

5.2 Protection of Proprietary Rights. EFSP shall not knowingly infringe upon or violate Tyler's Proprietary Rights and agrees to take reasonable steps and precautions to protect those rights. Without limiting the generality of the foregoing, the EFSP shall not (a) intentionally make the EFile System, TOGA or Tyler's Technology available to any third party without the prior written consent of Tyler; and (b) otherwise use commercially reasonable efforts to prevent Unauthorized Use.

5.3 Use of Confidential Information. EFSP shall not use any Tyler Confidential Information other than as necessary to perform its obligations hereunder. EFSP shall not attempt to perform decompilation, disassembly, translation or other reverse engineering or create derivative works or utilize Tyler Confidential Information to develop, create, modify or enhance any intellectual property of EFSP.

5.4 Protection of Confidential Information. Neither party shall voluntarily disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information of the other party, without such party's prior written consent,

for any purpose other than the performance of this EFSP Agreement, except: (i) as may be required by law, regulation, judicial, or administrative process; or (ii) as required in litigation pertaining to this EFSP Agreement.

6 REPRESENTATIONS AND WARRANTIES

Tyler covenants, represents, and warrants the following:

6.1 Disclaimer of Certain Performance Related Potential Issues. Tyler disclaims any and all liability for any losses or damages incurred by the EFSP for any of the following:

6.1.1 Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within Tyler's exclusive control;

6.1.2 Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including, but not limited to, any Tyler supplied telephone or electronic transmission lines in use) that results in the inability to reach Tyler for the purpose of document transmission or receipt;

6.1.3 Transmission errors and system failures, except transmission errors and system failures resulting from the gross negligence or intentional or willful misconduct of Tyler or its employees or agents;

6.1.4 Performance, nonperformance or timely performance of any third-party involved in settlement of payment card transactions;

6.1.5 Any alteration or destruction of material transmitted through Tyler's Services;

6.1.6 Alteration or destruction of information resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;

6.1.7 The speed, access, security, or delivery of documents via the Internet;

6.1.8 Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

6.1.9 Any actions of any third party who is not an employee or agent of Tyler.

6.2 Notwithstanding anything in this Section 6 to the contrary, the EFSP acknowledges that Tyler does not edit, and cannot verify, the completeness, propriety or accuracy of any Information submitted through the EFile System. Tyler has no control over the contents of any Document filed with the Courts through the EFile System and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Document.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 6 OR ELSEWHERE IN THIS EFSP AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF CLIENTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH TYLER SERVICES.

7 LIMITATION OF LIABILITY

THE LIABILITY OF TYLER TO THE EFSP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EFSP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE AMOUNT OF EFSP FEES REQUIRED TO BE PAID TO THE EFSP HEREUNDER FOR THE PRIOR ONE YEAR PERIOD. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE.

IN NO EVENT SHALL TYLER BE LIABLE TO THE EFSP (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE EFSP'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS EFSP AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

8 DISPUTE RESOLUTION

Disputes arising out of, or relating to, this EFSP Agreement that cannot be resolved within five (5) Business Day by informal discussions between the parties, shall be referred to a senior executive of the EFSP and a Vice President of Tyler's Courts and Justice Systems Division, at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section 8 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions, the parties shall submit the matter to mediation or other mutually agreeable form of alternative dispute resolution. The foregoing shall not apply to claims for equitable relief.

9 MISCELLANEOUS

9.1 Assignment. Neither party may assign this EFSP Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, except that Tyler may, without such prior written consent, assign this EFSP Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

9.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

9.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

9.4 Status of the Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, master/servant relationship, principal/agent relationship, a joint venture relationship, partnership or to allow either party to exercise control or direction over the manner or method by which either performs the services which are the subject of this EFSP Agreement, except as may be from time to time agreed by the parties.

9.5 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

9.6 No Endorsement. Certification of EFSP by Tyler shall not be construed as endorsement of the products, services or business practices of EFSP and EFSP shall not advertise, market or otherwise hold itself out as having been approved, endorsed, recommended or otherwise supported by Tyler.

9.7 Entire Agreement. This EFSP Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

9.8 Amendment. This EFSP Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All executed amendments or modifications of this EFSP Agreement shall be binding upon the parties despite any lack of consideration.

9.9 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this EFSP Agreement shall remain valid and enforceable according to its terms.

9.10 Governing Law. Any dispute arising out of or relating to this EFSP Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

9.11 No Third Party Beneficiaries. Nothing in this EFSP Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

9.12 Force Majeure. No party to this EFSP Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance

times pursuant to or arising from this EFSP Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

10 DEFINITIONS

10.1 "Confidential Information" means all information, reasonably subject to protection under applicable law, in any form relating to, used in, or arising out of business operations and held by, owned, licensed, or otherwise possessed by a disclosing party regardless of how such information came into being, as well as regardless of who created, generated or gathered the information, including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the disclosing party's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data, and other information reasonably subject to trade secret protection under applicable state statutes. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the receiving party in breach hereof; (b) becomes available on a non-confidential basis from a source other than the disclosing party, which is not prohibited from disclosing such information; (c) is known to the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto; or (d) is developed by the receiving party independently of any disclosures made by the disclosing party.

10.2 "Documents" mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents filed with the Courts through Tyler's e-Filing System.

10.3 "EFile System" means Tyler's File & Serve electronic filing system to receive, transfer, maintain, and provide access to documents for the benefit of the Courts and collection of payments related thereto. Tyler's EFile System includes (i) all Confidential Information and Proprietary Rights related thereto, (ii) all User Documentation, and (iii) Embedded Third party Software.

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

10.5 Tyler Online Gateway Application or TOGA means Tyler's software application connecting the EFile System to a payment processor for purposes of transmitting Transaction information

10.6 "Tyler's Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products or other technology of any kind, or any Enhancement thereto, that are proprietary to and used by Tyler in connection with the operation and performance of the EFiling System and/or TOGA or made available by Tyler to any Authorized User, or any third party through the EFiling System and/or TOGA.

10.7 "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving Tyler's EFile System or Confidential Information that is unlawful or otherwise not expressly authorized under this EFSP Agreement, the E-File Agreement or in writing by Tyler.

10.8 Any term not otherwise defined herein shall have the same meaning as in the e-File Agreement.

TYLER TECHNOLOGIES, INC.		EFSP	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Certification Process

ATTACHMENT C

Purpose

Summary

The certification process is intended to verify an organization's use of the Electronic Filing Manager (EFM) application programming interfaces (APIs) in order to ensure a positive e-filing experience for both filers and reviewers. This process applies to both Electronic Filing Service Providers and Firm Filers.

Electronic Filing Service Providers (EFSPs)

An EFSP is an organization that builds a public web portal for the purpose of soliciting eFiling business from public attorneys. During certification Tyler will use the EFSP's portal to execute a variety of test cases while observing for correct behavior within the EFSP application, the EFM (for clerk review), as well as evaluation of EFM logs and database tables.

Firm Filers

A Firm Filer is an organization that integrates an internal case management system to the EFM. For instance, a Prosecutor's case management system, a Public Defender's case management system, or even a large law firm's case management system. Such integrations require a hybrid model of certification because they do not include a public facing portal whereby new users register, but rather, are more of a "closed system" with a finite number of named users.

SOAP Web Services APIs

An EFSP is required to implement virtually all of the EFM's APIs, with few exceptions for optional functionality. Firm Filers need not implement all administrative APIs, rather, only those necessary to facilitate the act of filing. Therefore, this document identifies requirements for EFSPs and Firm Filers separately.

Appendix A identifies all of the possible APIs for EFSPs and Firm Filers, and indicates whether each is required or optional for certification. Optional APIs provide features that the organization may elect not to implement, subject to the court's requirements and/or contractual agreements with Tyler. All features that the organization implements are in scope for certification.

Test Cases

Certification test cases are categorized by major functional areas, as follows: