



## Defendant Access Order Form Clay County, TX.

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

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

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

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

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

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

**Included Software**

**Tyler Software**

Defendant Access  
Payments\*

Over the counter and/or  
Odyssey Portal - Document Purchase\*

**Optional Software**

Tyler Software	Transaction Price
Defendant Access Selections with zero balance	\$3.50
Online Case Review/Online Plea Agreement*	\$10.00

**Credit Card Processing Fess**

**\* Defendant Access/ Odyssey Portal/Over the Counter**  
A convenience fee of 5% will be assessed to consumers for each electronic payment transaction that flows through the system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.

**All Payments**  
Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of the Clay County, TX. Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, chargebacks will be withdrawn from Tyler's account invoiced to the Clay County, TX. A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.

**Hardware Services**

	Per unit (shipping/taxes included)	Order Total (shipping/taxes included)
Ingenico Lane3000 (Order Qty: 1 ea.) (Includes: cables/stands/code injection)	\$0.00	\$0.00
Ingenico Lane3000 (Order Qty: _____ ea.) (Includes: cables/stands/code injection)	\$365.00	\$_____

**Client Signature:** \_\_\_\_\_

**Client Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Schedule 1: Professional Services**

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

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

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

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

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

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

1. **Compliance.** If Client, also referred to herein as "*Sponsored Merchant*," accepts American Express cards as a form of payment processed through Tyler's electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. **Merchant Operating Guide.** Client agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide). Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Client agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Client or the American Express Merchant Operating Guide.