Disbursements Agreement
For Card Issuance

This Disbursements Agreement for Card Issuance ("Agreement") is entered into by and between Rapid Financial Solutions, LLC, ("Rapid") a wholly owned subsidiary of Tyler Technologies, Inc., 3065 N. 200 W, Suite #200 North Logan, UT 84341 and:

Entity Name: Fort Bend County District Clerk's Office, Texas

Physical Address: 1422 Eugene Heimann Circle

Richmond, TX 77469

Phone Number:

Fax: (   )

Tax ID Number: 74-6001969

Hereinafter referred to as ("Client") (collectively the "Parties"). This Agreement supersedes any previously executed Disbursement Agreement between the Parties and is the entire agreement between the Client and Rapid relating to the propriety software products and services procured through Rapid, and it governs the Client's use of Rapid's proprietary software products and services.

A. CERTAIN DEFINITIONS

1. "Agreement" means this Disbursements Agreement for Card Issuance, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

2. "Affiliate" means any person or entity controlled by, under common control of, or controlling Rapid.

3. "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.

4. "Card" means the network branded prepaid debit card issued by Issuer.

5. "Client Data" means the data put into the services by Client or a cardholder.

6. "Confidential and Proprietary Information" means all information in any form relating to, used in, or arising out of Rapid or its Affiliate's business, services, or operations (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Rapid's premises or Client's offices, residence(s), or facilities and 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 Rapid's or its Affiliate's inventions, trade secrets, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, processes, analyses, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning

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data, pricing, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, technical or security information or architecture, and Intellectual Property. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Rapid, which is not prohibited from disclosing such information by obligation to Rapid; (c) is known by Client prior to its receipt from Rapid without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Rapid.

7. "Intellectual Property" means, collectively computer programs, software, systems, related documentation, technology, services, know-how, and processes, developed by Rapid and its Affiliates.

8. "Issuers" and "Sponsor Bank" means the bank that is a member of the Associations and that gives—or issues—credit and debit cards to cardholders or account holders.

9. "Order Form" means a document listing the pricing and product description associated with this.

10. "Disbursements Software" means Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access.

B. RAPID SCOPE OF SERVICES

1. The Disbursements Software provides card issuance and digital disbursements on a single platform through the use of its Affiliates and third-party issuers, sponsor banks, and other third-party providers. Rapid will provide the Disbursements Software more fully described in the Order Form.

2. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution, Rapid will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Rapid has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Rapid's sole expense. Rapid shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer or other relevant financial institution.

3. Client acknowledges and agrees that the system shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Rapid shall have the right to prevent anyone who may, in Rapid's sole determination, violate any federal or state law, rule or regulation, or violate any operating rules from accessing the system. Rapid reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal,

unusual, or suspect activity occurring in relation thereto. Rapid shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

4. Client agrees that the Rapid does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Rapid and shall regularly audit its own bank accounts.

5. Rapid is entitled to rely on the information and instructions provided by Client. Client will provide Rapid with the payment information, and account details or mailing address for the recipients. Client is responsible to keep such information and instructions current and accurate. Client agrees that such information and instructions constitute the Client's authorization and instruction to Rapid to authorize such transfers. Once Client has provided its authorization for a payment, Client may not be able cancel the payment and Client agrees to take full responsibility for the payment amount that is provided to fully reimburse Rapid for all payments that Tyler disburses pursuant to this section, plus fees due to Tyler for such disbursements. Client understands and agrees to pay and fully reimburse Rapid for all such amounts, regardless of whether Client's information or instructions contained an error.

C. LICENSE GRANT AND OBLIGATIONS

1. **License Grant**. Rapid hereby grants Client a non-exclusive, revocable license to use the Disbursements Software and related Intellectual Property for its internal business purposes for the term of the Agreement. Rapid, and its Affiliates (and its licensors, where applicable), owns all right, title, and interest, in and to the Disbursements Software, Intellectual Property, or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the services. All rights in the Disbursements Software and Intellectual Property not expressly granted to Client are reserved by Rapid, its Affiliates, and its licensors. Client shall at all times be responsible for its own compliance with applicable laws, operating rules, and regulations, including but not limited to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA), the Electronic Funds Transfer Act (EFTA), Regulation E of the EFTA, applicable data privacy and data protection laws, and the Fair Credit Reporting Act (FCRA). Unless otherwise provided in a separate agreement between Rapid, or an Affiliate, and Client, any intellectual property or machinery provided by Rapid, but not developed by Rapid, is being licensed or purchased by Client directly from the manufacturer or developer of such machinery or third-party intellectual property. Client acknowledges that the license granted herein is limited to Client's use exclusively and that Client does not have the right to sub-license the Disbursements Software or third-party intellectual property in either their original or modified form. Client agrees that it shall not reverse-engineer, disassemble or decompile the Disbursements Software. Client shall not give any third-party, except Client's employees, access to the Disbursements Software without Rapid's prior written consent.

2. **Obligations**.

    i.   Client agrees that Rapid does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Rapid and shall regularly audit its own

bank accounts.

ii. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Disbursements Software, and for its end users' use of the Disbursements Software. Client is responsible for all activities conducted under its login credentials. Rapid has the right at any time to terminate or suspend access to any user if Rapid reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Disbursements Software, any Client Data, Rapid, or Rapid's other customers.

iii. As required by the EFTA and Regulation E, if Client is providing a government benefit, including but not limited to distributing needs-tested benefits and/or gate money, then:

a) Client shall strictly ensure that any person to whom a card may be issued under the Agreement is, in advance of the issuance of a card, provided with a clear and conspicuous choice of payment other than the card, such as, but not limited to, payment by check (the "Payment Choice Requirement").

b) Upon Rapid's request no more frequently than quarterly, Client will promptly provide Rapid with a written certification with respect to Client's compliance with the Payment Choice Requirement.

c) Client's noncompliance with the Payment Choice Requirement shall (A) constitute a material breach of this Agreement by Client and give Rapid the right to immediately terminate this Agreement upon written notice to Client, and (B) entitle Rapid to indemnification by Client from and against any and all claims, actions, liability, judgments, damages, costs, fines, penalties, and expenses, including reasonable attorneys' fees to the extent arising from Client's noncompliance with the Payment Choice Requirement, which indemnification obligation shall survive the termination or expiration of the Agreement.

iv. Rapid will communicate with the Sponsor Bank and or Issuer on the Client's behalf for the purpose of providing the Sponsor Bank and/or Issuer with the details of the disbursement of payments to the specified recipients in accordance with the instructions provided by Client.

v. The parties acknowledge that neither Rapid, nor its Affiliates are a bank and they are not providing any banking services hereunder. No provision of this Agreement should be read or interpreted to authorize or require Rapid to perform any action that would cause Rapid or its Affiliates to be subject to, or in violation of, any federal, state or local law or regulation applicable to banks or other financial institutions or financial service providers.

vi. Client is solely responsible for (i) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the services from Client's network or hardware; and (ii) identifying and preventing any

unauthorized access to, use of, or disclosure of the services or any content on the services by advising Rapid promptly, but in no event more than two business days after Client learns of such access, use or disclosure. In addition, Client agrees to access, and require users of the Rapid solutions to access, the services in a secure manner in compliance with Rapid's reasonable standards established from time to time.

3. **Restrictions**. Client acknowledges and agrees that the Disbursements Software shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Rapid shall have the right to prevent anyone who may, in Rapid's sole determination, violate, or be suspected of violating, any federal or state law, rule or regulation, or violate any operating rules from accessing the Disbursements Software. Rapid reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Rapid shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

D. THIRD-PARTY PROVIDERS

Rapid, in its sole discretion, may contract with alternate Issuers, or other third-party providers to provide services under this Agreement. In such event, Client shall reasonably cooperate with Rapid, or its Affiliates, including by executing new third-party agreements; provided, however, that if the terms and conditions of the new third-party agreements are substantially different than this Agreement, then Client shall have the right to terminate this Agreement.

E. LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES

1. **Limitation of Liability**. RAPID AND ITS AFFILIATES' LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO RAPID UNDER THIS AGREEMENT (NET OF ASSOCIATION INTERCHANGE FEES, ASSESSMENTS AND FINES, BANKING FEES, OR MERCHANT FEES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

   WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL RAPID, OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS INCOME OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

2. **Disclaimer of Implied Warranties**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPID AND ITS AFFILIATES HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE.

F. **REIMBURSEMENT AND INTELLECTUAL PROPERTY**

1. **Compliance with Law and Operating Rules**. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution (collectively, "Applicable Law"), Rapid will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Rapid has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Rapid's sole expense. Rapid shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.

   Client shall reimburse and hold harmless Rapid, its Affiliates, and third-party providers from and against any claim, loss or action related to Client's violation of Applicable Law, including, without limitation, any election by Client to apply custom fee structures or client surcharges.

2. **Intellectual Property**.

   i. Rapid and its Affiliates retain all ownership and copyright interest in and to any and all Intellectual Property provided in connection with this Agreement

   ii. Notwithstanding any other provision of this Agreement, if any third-party claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Rapid, or Client's use consistent with this Agreement, infringes or misappropriates any United States intellectual property, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), Client, upon its awareness, shall give Rapid prompt written notice thereof. Rapid shall defend, and hold Client harmless against, any such claim or action with counsel of Rapid's choice and at Rapid's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Rapid in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Rapid may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Client, or any third-party pursuant to Client's directions, or upon the unauthorized use of the Intellectual Property by Client.

   iii. **Remedies**. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret, Rapid shall, at its sole cost and expense, select and provide Client with one of the following remedies, which selection shall be in Rapid's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; (b) promptly modify the Intellectual

Property to make it non-infringing; (c) promptly procure the right of Client to use the Intellectual Property as intended; or (d) terminate this Agreement. The remedies in this section are Client's exclusive remedy with respect to the subject matter hereof.

G. TERM AND TERMINATION

1. **Term**. Unless otherwise provided in the Order Form, or unless the Client procures the Disbursements Software through a third-party, the term of this Agreement shall commence on the date on which Client signs the Order Form, and shall continue in effect for two (2) years until December 31, 2025, with Year 1 prorated to align with the then-current term of the Jury Agreement (the "Initial Term"); provided, however, that at the end of the Initial Term, and upon the expiration of the following annual term from January 1, 2025-December 31, 2025 thereafter, the term shall automatically extend for additional one (1) year terms unless either party provides, at least ninety (90) days prior to the end of the then-current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for cause pursuant to Section G(2).

2. **Termination for Cause**. Either party may terminate this Agreement for cause ("Cause"), provided that such party follows the procedures set forth in this Section G(2).

   i. For purposes of this Section, Cause means:

      a) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach; or

      b) the failure by Client to timely pay when due any fees owed to Rapid pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Rapid provides notice of its intent to terminate for failure to pay; or

      c) if Rapid becomes insolvent or bankrupt or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

   ii. No party may terminate this Agreement under Section G(2)(i)(a) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section I(2) following such period.

   iii. In the event either party terminates this Agreement, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and all licenses shall terminate.

3. **Survival**. The following provisions shall survive after the Term of this Agreement: D; E; F; G; H(1); H(2); and I.

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H. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

1. **Protection of Rapid and Affiliate Confidential and Proprietary Information**. Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Rapid or Affiliate Confidential and Proprietary Information, and Client shall not use, make, sell, disclose or otherwise exploit any such Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Rapid's written consent, except as may be required by law, regulation, judicial, or administrative process provided that Rapid is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section H(1) and shall be responsible for breaches by such persons.

2. **Judicial Proceedings**. If Client is required (by interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar legal order) to disclose any Rapid or Affiliate Confidential and Proprietary Information, Client shall provide Rapid with prompt written notice of such request or requirement so that Rapid may seek protective orders or other appropriate remedies and/or waive compliance with the confidentiality provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Rapid, Client nonetheless is legally compelled to disclose Rapid or Affiliate Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Rapid or Affiliate Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Rapid or Affiliate Confidential and Proprietary Information, including, without limitation, by cooperating with Rapid to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded to Rapid or Affiliate Confidential and Proprietary Information.

3. **Right to Client Data**. Rapid acknowledges that as between the parties, Client controls the means and uses of Client Data; provided, however, that Client grants Rapid the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) to the extent permitted by applicable law, in blinded, deidentified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Disbursements Software, and product and service improvement. Notwithstanding the foregoing, if Client provides Rapid with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient notification and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record retention laws and regulatory compliance, Rapid will destroy the cell phone number and/or email address provided by Client.

I. **GENERAL TERMS AND CONDITIONS**

1. **Taxes and Tax-Exempt Status**. If Client is a tax-exempt entity, Client agrees to provide Rapid with a tax-exempt certificate. Otherwise, Client shall calculate and

pay all taxes, duties, or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for the services provided under this Agreement, excluding only taxes based solely on Rapid's net income.

2. **Dispute Resolution**. Any dispute arising out of, or relating to, this Agreement that cannot be resolved within five (5) business days shall be referred to the individual reasonably designated by Client and Rapid's representative assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) business days at the Intermediary Dispute Level shall then be referred to Client's Executive Director, Commissioner or other similar individual designated by Client and Rapid's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section I(2) 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 or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief arising out of or related to Section I(18)

3. **Nondiscrimination**. Rapid will not discriminate against any person employed or applying for employment concerning the performance of Rapid's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Rapid will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

4. **E-Verify**. Rapid has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Rapid's employees assigned to Client's project.

5. **Binding Effect; No Assignment**. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Rapid's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Rapid as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Rapid's assets.

6. **Notices**. Except as otherwise expressly specified herein, all notices, requests, or other communications to Rapid shall be in writing and shall be deemed to have been given if mailed, by certified or registered mail, postage prepaid, return receipt requested, to the addresses below. Notices to Client shall be deemed given when mailed or emailed to the Client at their respective address or email address set forth on the Order Form. Notices, requests, or communications to Client shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

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Notices to Rapid shall be sent to:
Tyler Technologies, Inc. ("LEGAL NOTICE")
7701 College Boulevard
Overland Park, Kansas 66210
Attention: Legal Department
Email: legal@tylertech.com

With a copy to: Tyler Technologies, Inc. ("LEGAL NOTICE")
1 Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

7. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **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. **Entire Agreement**. This 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.

10. **Amendment**. This 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 amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

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

12. **Relationship of Parties.** Except as otherwise expressly set forth herein, whereby Client is designating Rapid as an agent to disburse the funds, the parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only.

13. **Governing Law**. Any dispute arising out of or relating to this Agreement, or the breach thereof shall be governed by the laws of the state of Client's domicile, without regard to application of choice of law rules or principles.

14. **Audit**. Rapid shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request, audit any and all records of Rapid relating to services provided herein. Client shall provide Rapid at least five (5) business days' prior written notice of such audit or inspection. Rapid shall have the right to exclude from such inspection any Rapid Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Rapid shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Rapid's principal place of business during Rapid's normal business hours and at Client's sole expense.

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

16. **Contra Proferentem**. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

17. **Force Majeure**. No party to this 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, criminal activity, supply chain delays, epidemics, 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 Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

18. **Equitable Relief**. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section G shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19. **Other Remedies**. Rapid or its Affiliates have the option to withhold, for the purposes of set off, any amounts due to Rapid related to this Agreement from any funds that would otherwise be required to be remitted to Client under this Agreement.

20. **Government Restricted Rights**. The Disbursements Software and any related Intellectual Property are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Disbursements Software or any related Intellectual Property as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the services by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein. Client shall not use the services to any other public sector, government, or end user where such use would affect Rapid's rights in the services or require any affirmative action to be taken by Rapid due to governmental mandates or flow down regulation.

21. **Client Lists**. Client agrees that Rapid may identify Client by name in client or client lists, marketing presentations, and promotional materials.

22. **Unclaimed Property**. Unused funds will be returned to the County as specified within Exhibit A of this Agreement, and are not subject to confiscation by Rapid.

IN WITNESS WHEREOF: the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dated indicated below.

CLIENT:

_____   Date:_5.28.2024_____
By:
Printed Name:
Title:

RAPID:

_____   Date:_____May 28, 2024_____
BY:
Printed Name   Hannah May
Title: Deputy Group General Counsel

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Exhibit A – Order Form

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Scope of Service:

Rapid will provide Client with the payment management solution, namely, Court Funds. The Payment Management Program of Court Funds streamlines the process of paying recipients through Rapid's electronic funds transfer process utilizing prepaid cards as well as other digital solutions. Through Court Funds, Rapid will provide a turnkey solution of paying jurors through an electronic funds transfer process, thus eliminating paper checks.

Cost to Client:

- Jury Solution: Price per load: $ 2.25 + $300 annual fee, as further described below.

Description of Service:
  Price:

- Load fee / disbursement to juror
    $1.75
- Unclaimed Funds Program
    - Returning funds that were not presented for payment or redeemed before the 90ᵗʰ day after issuance per Tex. Gov't Code § 61.001. For the avoidance of doubt, partial use, activation, or registration of a Card is deemed to mean presented for payment or redeemed; if the juror does not present the Card for payment, does not register the Card, or does not redeem the Card within the 90-day period after the Card is issued, then the unused funds will be returned to the County.
- Includes customer service
    - Lost / damaged cards
    - PIN number issues
    - Questions / customer service issues
    - Closing account and mailing a check for jurors who prefer a check
    - Providing direct deposit to bank or PayPal account.
- Manage donations process: $.25
    - Donations collected and returned to the auditor's office by Court Funds
        - Includes reporting of the total amount donated per charity, plus
        - the name of the juror who made the donation.
- Customized Juror Disbursement Jacket: $.25
    - District Clerk Walker's portrait printed on the front cover; plus thank you quote.
- Total cost of each disbursement:
    $2.25
- Customized web hosted service for charities per Client
    $300 annual fee
    - Acknowledgement page listing each charity includes a brief description and
    - Includes instructions on the donation process

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Court Funds Process Overview:

1. Rapid will provide Client with an inventory of booklets containing the prepaid debit cards, terms and conditions, and instructions, ("Disbursement Pamphlets") and continue to fulfill inventory requirements per the Client's usage.
2. Rapid provides Client with the account numbers and Client is responsible for either 1. Assigning each individual recipient with one of the account numbers (Traditional Method) and/or 2. Providing the Disbursement Pamphlet to the recipient (Hybrid Method). Traditional Method is defined as scanning the account number into the Jury System and handing the recipient the disbursement jacket. Hybrid Method is defined as handing the recipient a disbursement jacket and the recipient must register their account. The Disbursement Pamphlet contains the prepaid debit card ("Card"), the terms and conditions that govern the use of the Card, ("Cardholder Agreement"); information on how to contact customer service and other FAQ that might be useful for ease of use.
3. When Client is ready to pay the recipient, Client will provide Rapid with the payment file or payment instructions detailing the tokenized account number, recipient's information, and the amount to be loaded onto the Card and once received by Rapid, Rapid provides the same details to the Sponsor Bank, and the Sponsor Bank loads the funds to the Cards, which will be immediately available on the associated Card.

4. Options that the recipient will have to access their funds:
   a. Use the prepaid Mastercard at any retail location that accepts Mastercard.
   b. Cash out the card at a principal MasterCard l bank (All major banks).
   c. Instantly transfer funds to a personal debit card.
   d. Direct deposit into their personal bank account.
   e. Push to their PayPal or Venmo account.
   f. Request a paper check.
   g. Donate the funds to a charity of their choice.
   h. Use the funds to purchase a gift card.

Court Funds is Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access. Features and functionality are described below:

FEES and INVOICING/FUNDING MODEL

1. Fees. Client agrees to pay Rapid the SaaS Fees and Implementation Fees, if applicable as set forth in this Order Form.
2. Invoicing and Payment. If the funding model includes SaaS Fees, then Rapid, or its affiliate, will invoice Client the SaaS Fees and Implementation Fees at the commencement of the Initial Term, which will begin when the Client signs the Agreement, and annually thereafter for the duration of the Agreement. Upon expiration of the Initial Term, Client's annual SaaS fees will be at Rapid's then-current rates. Unless otherwise specified in the Order Form, the currency is US Dollars and payment for undisputed invoices is due within sixty (60) days of receipt of invoice. Unless expressly set forth in the Order Form, fees are exclusive of taxes and third-party reseller fees. In the case of Client purchasing directly from Rapid, Rapid's electronic payment information is provided in the invoice sent to Client and any billing inquiries by Client should be directed Rapid's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.
3. Rapid reserves the right to suspend access to the Disbursements Software if Client fails to pay the SaaS Fees or Implementation Fees in accordance with this Agreement. Rapid may

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also terminate this Agreement if Client does cure such failure to pay within forty-five (45) days of receiving written notice of Rapid's intent to terminate.

4. Invoice Disputes. If Client believes any delivered item does not conform to the warranties in this Agreement, Client will provide Rapid with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Rapid can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Rapid will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Rapid completes the action items outlined in the plan. If Rapid is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by you, then Client will remit full payment of the invoice. Rapid reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Rapid's intent to do so.

5. Funding Model. Client will indicate below which of the following two funding models it will use and complete the applicable documents for each.
   a. If Client selects the funding model whereby Client pushes payment to Rapid prior to Card loading, then, Client acknowledges and agrees that card accounts are credited in real-time, and Rapid operates on a good funds model and that funds must be available and on deposit at Rapid's financial institution before card account can be credited.
   b. If Client selects the funding model whereby Rapid debits the payments from the Client's account, then Client agrees to the following:
      i. Client shall identify and hereby authorizes Rapid to conduct an Automated Clearing House ("ACH") debit from and/or ACH credit to the bank account at the depository financial institution identified by Client (the "Designated Account") on a daily basis, or as needed for the prior 24-hour cycle of debits and credits to card accounts.

      ii. Client agrees to maintain the Designated Account. Client hereby authorizes Rapid to withdraw funds from the Designated Account without signature or notice to initiate all offsets, deductions, and other transactions due Rapid as provided for in this Agreement or from the services provided pursuant to this Agreement. Client further agrees to execute any additional documents that may be required for Rapid to enforce its rights under this Agreement. Client is solely responsible for all fees associated with maintaining the Designated Account. Rapid shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Rapid. Client shall promptly pay such amount to Rapid.

      iii. This authorization is to remain in full force and effect until Rapid has received written notification from Client of its termination in such time and in such manner as to afford Rapid and the depository financial institution named below a reasonable opportunity to act on it. Client shall give Rapid no less than three (3) banking business days' notice if the Designated Account is to be changed so as to allow sufficient time for Rapid to make the necessary system modifications.

      iv. Client acknowledges and agrees that (a) card accounts are credited in real-

time; (b) Rapid operates on a good funds model, and (c) funds must be available and on deposit at Rapid's financial institution before card account can be credited.

Funding model selection (check one):

☒ Rapid debits the payments from the Client's account.

☐ Client pushes payment to Rapid prior to Card loading.

Number of expected recipients paid per month per solution selected: *

Program: _____ number _____

*Processor will use this number to determine the initial inventory needs of Cards.

The following individuals are authorized to act on behalf of Client:

Executive Contact	**Administrative Contact**
Name: Robyn Doughtie	Name: Adriana Plantinos
Phone Number: (281) 341-4574	Phone Number: (281) 341-8637
Fax: _____	Fax: _____
E-mail: Robyn.Doughtie@fortbendcountytx.gov	E-mail: Adriana.Plantinos@fortbendcountytx.gov

Primary Contact (day-to-day operations)	**Secondary Contact (day-to-day operations)**
Name: Saira Nuzhat	Name: Patrick Gaffney
Phone Number: (346) 481-6076	Phone Number: (281) 341-4583
Fax: _____	Fax: _____
E-mail: Saira.Nuzhat@fortbendcountytx.gov	E-mail: Patrick.Gaffney@fortbendcountytx.gov