



TEXAS ELECTRONIC FRAMEWORK
TexasOnline Electronic Court Filing Services
SERVICE LEVEL AGREEMENT (SLA)

The Texas Electronic Framework or TexasOnline (“TexasOnline”) is a framework constructed pursuant to the Texas Electronic Framework Agreement dated May 5, 2000 (as subsequently amended and renewed) between the Texas Department of Information Resources (“DIR”) and BearingPoint, Inc. (“BearingPoint”) (the “Framework Agreement”) with certain projects (including, but not limited to, the project described herein) further defined in the Master Work Order Agreement dated May 17, 2008 between DIR and BearingPoint (as subsequently amended) (collectively the Framework Agreement and Master Work Order Agreement are referred to herein as the “Master Contract”). TexasOnline is the name of the primary website for the framework, which is the main portal or “front page” for accessing websites and applications of Texas state and local government agencies contracting under service level agreements for hosting and related e-government and e-commerce services provided by BearingPoint to such agencies pursuant to the Master Contract

This Service Level Agreement (“Agreement”) is between BearingPoint and _____ County (“Government Entity”), a County of the State of Texas.

The parties acknowledge and agree that, to the extent the terms and conditions of the Master Contract (inclusive of any amendments, addenda or renewals agreements thereof) are applicable to the services and any other deliverables or items to be provided by BearingPoint under this Agreement or otherwise allocate risk or responsibility between BearingPoint and DIR in connection with the delivery of services and deliverables related to TexasOnline such Master Contract terms and conditions shall apply to this Agreement, *mutatis mutandis*, provided that in the event of any conflict between the terms and conditions of this Agreement and those of the Master Contract, the terms and conditions in this Agreement shall govern with respect to the parties hereto and the services delivered hereunder. For the avoidance of doubt, unless otherwise separately agreed by the parties in writing, the provisions of the Framework Agreement as incorporated herein by reference as part of the Master Contract shall continue to apply to this Agreement for the entire term hereof even though such term may extend beyond the expiration date of the Framework Agreement. The parties acknowledge the Master Contract is subject to subsequent amendment by BearingPoint and DIR pursuant to the terms thereof and agree that, to the extent any such amendments impact any Master Contract terms and conditions applicable hereto pursuant to the preceding sentence, such amendments shall automatically apply to this Agreement with no further action by the parties hereto.

BearingPoint agrees to provide the Government Entity with the services described in this Agreement at the applicable service levels set forth herein. Such performance is subject to, and conditioned on, Government Entity’s compliance with its obligations under this Agreement, the Government Entity’s reasonable cooperation with BearingPoint in the performance of the services described herein, and the reasonable satisfaction of all dependencies, assumptions and other similar conditions on performance of the services set forth in this Agreement.

1. Services Available to Government Entity

The scope of this Agreement is for the delivery of the electronic filing (“eFiling”) and electronic payment (“ePay”) services set forth in Appendix A to this Agreement; such services include the processing of payment transactions associated with E-Filing via BearingPoint’s ePay system as further described in Appendix A. The service descriptions and delivery obligations for E-Filing and ePay are subject to any restrictions or limitations set forth in the Master Contract. The fees associated with the services to be rendered under this Agreement are set forth in Appendix A.



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Any fees specifically related to a legal filing and corresponding services including but not limited to citation, service of process and copy charges, are transferred via ACH to the appropriate Government Entity financial account(s) by the credit card or ACH processor upon fund capture. BearingPoint is responsible for normal processing fees associated with these accounts; however, Government Entity agrees that it shall be liable for its refunds, chargebacks, and additional fees or expenses associated with this payment collection.

BearingPoint shall not provide and the Government Entity shall not pay for any ePay services not set out in Appendix A without a prior written amendment to this Agreement executed by the Government Entity and BearingPoint.

2. Strategic Outreach

In marketing Government Entity services accessible through the State's Framework infrastructure through brochures, press releases, advertisements and other mail-outs and information pieces, the Government Entity shall include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline and shall use the TexasOnline logo slicks and URL provided by BearingPoint for such purpose. The Government Entity agrees to explore the possibility of co-marketing with BearingPoint services available through TexasOnline so that marketing costs are shared. There will be a link to the Government Entity URL from TexasOnline.

3. Ownership of eFiling and ePay

The Government Entity understands and agrees that the eFiling and ePay software and related applications described herein, or to which access is provided in connection with the delivery of the services set forth in this Agreement, constitute the sole and exclusive property and the confidential information of BearingPoint and/or its licensors. BearingPoint is only offering access to the eFiling and ePay Software related to the services contracted by Government Entity as set forth in Appendix A to this Agreement as part of Government Entity's subscription to such services. Government Entity's right to use the eFiling and ePay Software to which it is granted access hereunder is expressly limited to a non-exclusive, non-transferable, object code license during the term of this Agreement to access and use such eFiling and ePay Software in connection with receipt of services provided by BearingPoint hereunder. Nothing herein grants Government Entity any other license or any other rights, title or interest in or to the eFiling and ePay Software, and upon expiration or termination of this Agreement, the limited license set forth herein and all rights of access to the eFiling and ePay Software shall terminate and cease immediately.

So long as this Agreement is still in force and effect at the time of the expiration or termination of the Master Contract, to the extent that, pursuant to Section 26 of the Second Renewal Agreement to the Master Contract, BearingPoint and DIR agree to the continuation of the ePay services during and following the Transition Period (as defined in the Master Contract), Government Entity may continue to receive such ePay services from BearingPoint subject to the execution by BearingPoint and Government Entity of a mutually acceptable service level agreement that includes, among other items, the incorporation of the relevant terms and conditions (including fees) agreed to by BearingPoint and DIR for the continuation of the ePay services. Agreement to such a service level agreement shall not be unreasonably withheld by BearingPoint or DIR.



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4. Privacy

Except as may be necessary to perform under this Agreement, no personally identifiable or private information collected by or through TexasOnline may be used for any purpose or provided to any third party unless (i) the user is given clear prior notice of the possibility of such other use, (ii) the user affirmatively consents to such use (i.e., unless the user “opts-in” to the contemplated use of his or her personally identifiable or private information), and (iii) Government Entity agrees in writing to the other use. Any credit card data or bank account data collected and stored at the ePay site will be secured through multiple levels of security in accordance with applicable provisions in the Master Contract.

Each party hereto agrees to comply with the TexasOnline Privacy Policy to the extent it applies to information received by such party. The TexasOnline Privacy Policy is located at

<http://www.texasonline.com/page.jsp?language=eng&pageId=privacy>

5. BearingPoint Website Security

If, as set forth in Appendix A, BearingPoint will be hosting the Government Entity’s website or other applications as part of its performance of this Agreement and/or providing a portal or payment service through which financial and other transactions between Government Entity and members of the public are conducted, in providing such hosting and transaction services, BearingPoint agrees to comply with all applicable provisions of the Master Contract governing the security of websites and applications hosted by BearingPoint and transaction-related information gathered or stored by BearingPoint.

6. Government Entity Website Security

Where the Government Entity is hosting its own website (or portion thereof) that will interface or interact with the framework or other websites or applications hosted by BearingPoint in connection with the Government Entity’s receipt of services from BearingPoint under this Agreement, the Government Entity agrees to comply with all required and recommended information technology and security standards for Texas governmental websites promulgated by the responsible State authorities. Government Entity further agrees to take all reasonable precautions to prevent the Texas Electronic Framework and any applications interfacing or interacting therewith from being placed at risk of intrusion and any data stored on any of the foregoing from being placed at risk of theft or corruption. Government Entity agrees that BearingPoint may prevent or restrict any Government Entity or other application from interacting with the Texas Electronic Framework where BearingPoint cannot verify the security of such application or reasonably determines that such application poses a security threat to the Texas Electronic Framework or its associated applications or databases – it being understood and agreed that BearingPoint has no obligation to verify such security except as set forth in this Agreement and the Master Contract. BearingPoint bears no responsibility or liability for intrusions or attacks on any Government Entity website or application not hosted by BearingPoint.

7. Performance and Availability

BearingPoint will provide the Services at the following service levels (the “**Service Level(s)**” or “**SLA(s)**”). BearingPoint will provide page loading time to the user (measured at the Web server) on an average of 5 seconds. Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time



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commitment. Submission of the filing by the filer is exempted from the average page loading time commitment.

BearingPoint will provide up-time and availability of the TexasOnline network and ePay System of 99.5%. This Service Level will be measured monthly. The following will not be included in BearingPoint's up-time and availability computation:

- 1) Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of 72 hours of advance notice to the Department of Information Resources, and shall occur only during non-peak hours unless otherwise agreed by the Parties. If less than 72 hours notice is provided or the Department of Information Resources does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time for the purpose of this SLA. Upon receipt of DIR approval, BearingPoint will notify Government Entity of all scheduled and planned outages.
- 2) Government Entity may at its own discretion request an outage with respect to Services, which will not be considered down-time for the purpose of this SLA.
- 3) Any Framework systems or components that are not owned, controlled or contracted by BearingPoint that fail and result in an outage, will not be down-time for the purpose of this SLA, unless the cause of the failure can be shown to have been a result of BearingPoint's negligence or malfeasance.
- 4) Service outages caused by Government Entity application code failure or failure of Government Entity-maintained portions of the application or infrastructure.
- 5) Any downtime that exists as a result of a Government Entity network infrastructure failure will not be considered downtime for the purposes of this SLA.
- 6) BearingPoint reserves the right to restrict the size of eFiling attached documents in order to preserve performance commitments.
- 7) If for any reason, TexasOnline or BearingPoint are unable to electronically transmit a document to Government Entity, then BearingPoint will deliver the document to the Government Entity in some other manner by 5 p.m. on the first business day following receipt of confirmation from Government Entity of the failure to electronically receive or transmit the documents.



8. Fees

For the services outlined in Appendix A, BearingPoint is entitled to the fees set out in the Exhibits.



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9. Government Entity Obligations

In addition to the other obligations of the Government Entity as set forth or incorporated into this Agreement, the Government Entity agrees to the following obligations.

9.1 Government Entity shall provide a contact number for the application(s) on an 8:00 a.m. - 5:00 p.m. CT basis to receive 1st and 2nd level inquiries received by the Customer Information Center.

9.2 Government Entity and BearingPoint agree to cooperate in performance of their obligations under this Agreement.

9.3 Government Entity and BearingPoint agree that they shall comply with the privacy statements, which are displayed on the TexasOnline site, and with all applicable laws related to information received from or distributed to individuals using the Services.

9.4 Government Entity shall provide access to information and systems as BearingPoint deems necessary to assist BearingPoint in performing its obligations hereunder.

9.5 No later than 60 days prior to implementation, the Government Entity must provide to BearingPoint banking information for all required financial accounts including, but not limited to:

- Government Entity Financial Contact Name
- Government Entity Financial Mailing Address
- Government Entity Financial Contact Title
- Government Entity Financial Contact Telephone Number
- Government Entity Financial Contact email Address
- Government Entity Bank Name(s)
- Government Entity ABA Number(s)
- Government Entity Bank Account Number(s)
- Government Entity Bank Contact Name
- Government Entity Bank Contact Phone Number
- Government Entity Bank Address
- Voided Check or Bank Letter on Government Entity's Bank's Letterhead

The required information is subject to change according to what is necessary to correctly process fees and disburse payments to the Government Entity. BearingPoint shall maintain such banking information confidential and in a secure location and shall not utilize the information for any purposes whatsoever, other than consistent with the terms of this Agreement.

9.6 Government Entity shall at all times be responsible for the back-up and preservation of any data within Government Entity's control which does not reside on TexasOnline Web site or electronic payment Web site.

9.7 Government Entity shall notify BearingPoint within 4 hours that the Government Entity's system is down or otherwise unable to electronically receive documents if the failure occurs Monday through Friday 8:00 AM until 5:00 PM. If the failure occurs at any other time notifications shall be made the next business day within four hours.



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9.8 Proposals for new applications and services may be developed by either BearingPoint or Government Entity and submitted to the Board for approval and inclusion for TexasOnline. Government Entity acknowledges that developing new applications and services is essential to TexasOnline becoming and remaining successful.

9.9 Government Entity shall check and accept or reject all filings at least once during hours of operation.

9.10 Government Entity shall accept and use additional eFiling functionality and new document types as is available from TexasOnline.

9.11 Government Entity is responsible to test the functionality and performance of all Government Entity produced and maintained applications and interfaces to TexasOnline. Notwithstanding anything to the contrary in this Agreement, both parties agree to one forty-five (45) day initial Pilot Phase beginning on inception of service during which time Government Entity will evaluate the Services and test for performance and reliability of Service toward its purpose as understood by both parties. If the Government Entity is dissatisfied as to the performance of the Services during the initial Pilot Phase, BearingPoint shall have thirty (30) days from receipt of notice of Government Entity's dissatisfaction to make changes as necessary, to the satisfaction of the Government Entity.

9.12 Government Entity is responsible to perform user acceptance testing of the TexasOnline eFiling Services and enhancements.

9.13 Government Entity is responsible to train staff on profile, intake functions and financial reconciliation functions related to the Services.

9.14 Government Entity accepts the responsibility to maintain an accurate profile as required with respect to the Services, including an accurate fee schedule. Government Entity agrees to accept any filing and fee that is calculated from information provided in the clerk maintained profile. Any conflict that arises due to the failure of the Government Entity to provide accurate profile information, including accurate fee information is the sole responsibility of the Government Entity.

9.15 Government Entity shall provide a hyperlink to the TexasOnline home page from the Government Entity's home page as well as display the TexasOnline logo on the Government Entity's home page. Government Entity will maintain the hyperlink to TexasOnline and make appropriate changes in the URL as requested by TexasOnline.

9.16 Government Entity shall support BearingPoint efforts to upgrade the TexasOnline environment Operating System, Application Server Software, Web Server Software, and Hardware on Government Entity environments, as hosted by BearingPoint or other DIR vendor.

9.17 Government Entity is responsible for any reasonable costs related to the development of an automated interface application that would process data available from eFiling into Government Entity Systems, subject to prior written approval by Government Entity.

9.18 In the event the Government Entity publishes information about the Services available that are hosted by TexasOnline, then the following language shall also appear: "In affiliation with www.texasonline.com."



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9.19 Government Entity shall be responsible for receipt (when the filing is available for access on the TexasOnline browser) of any filings made on TexasOnline.

9.20 If Government Entity chooses to charge a convenience fee then Government Entity must give BearingPoint sixty (60) days prior written notice of the fee or change in the fee. BearingPoint will submit fee change requests to the Department of Information Resources Board for approval. If approved, such fee changes will be implemented thirty (30) days from approval.

9.21 Not later than 30 calendar days after the effective date of this agreement, Government Entity shall provide BearingPoint with historical filing statistics in those courts in order to enable BearingPoint to increase the use of electronic filing and electronic service. The statistics shall include, for the preceding 12-month period, the names of each attorney who has filed documents in the specified courts, the total number of documents filed by the attorney, the attorney's firm name, and the attorney's full mailing address and phone number. Government Entity shall provide the information in electronic format.

10. Limited Warranty & Limitation of Liability

BEARINGPOINT WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

BEARINGPOINT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY THE GOVERNMENT ENTITY EVEN IF BEARINGPOINT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BEARINGPOINT'S TOTAL LIABILITY HEREUNDER FOR ANY REASON EXCEED THE TOTAL NET REVENUES RECEIVED OR FEES COLLECTED, AS APPROPRIATE, BY BEARINGPOINT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

11. General Terms

11.1 Without limiting the general applicability of the terms and conditions of the Master Contract to this Agreement as set forth above in this Agreement, the parties specifically agree that the terms of the Master Contract related to force majeure and confidentiality shall apply to this Agreement and, except as otherwise set forth in this Agreement, Article IV "Ownership of Intellectual Property; Indemnification" of the Master Contract shall apply to any work product or technology created by BearingPoint pursuant to this Agreement.

11.2 Except as expressly provided otherwise herein, this Agreement represents the entire agreement by and between the Government Entity and BearingPoint regarding the subject matter of this Agreement. Except as expressly provided for herein for amendments to the Master Contract, this Agreement may not be changed or amended except by way of a written modification signed by an authorized representative of



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each party hereto, provided that in no event shall this Agreement be amended so as to make it conflict with the mandatory laws of the State of Texas.

11.3. This Agreement shall be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to this Agreement is in Austin, Travis County, Texas.

11.4 If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

11.5 Neither Government Entity nor BearingPoint may assign or transfer this Agreement without the written consent of the other, which consent will not be unreasonably withheld, except that (i) upon written notice to the Government Entity, BearingPoint may assign this Agreement without Government Entity's consent to any entity that BearingPoint controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity that acquires or succeeds to all or substantially all of the business or assets of BearingPoint whether by consolidation, merger, sale or otherwise and (ii) upon written notice to BearingPoint, Government Entity may assign this Agreement without BearingPoint's consent to a successor client of the State of Texas that assumes the governmental functions of the Government Entity in connection with which the Government Entity has entered into this Agreement.

11.6 BearingPoint shall serve as an independent contractor in providing services under any contract resulting from this Agreement. BearingPoint's employees are not and shall not be construed as employees of the Government Entity.

11.7 BearingPoint shall have no authority to act for or on behalf of the Government Entity except as expressly provided for in this Agreement or the Master Contract and no other such authority, power or use is granted or implied. BearingPoint may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the Government Entity other than those incurred in performance of this Agreement.

11.8 BearingPoint acknowledges and agrees that: (a) the State Auditor may conduct an audit or investigation of BearingPoint or any entity retained by BearingPoint as a subcontractor for the performance of this Agreement in connection with the funds received directly or indirectly hereunder; (b) acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and, (c) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor hereunder must provide the State Auditor with reasonable access to any information the State Auditor considers relevant to the investigation or audit.

11.9 BearingPoint certifies that BearingPoint, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to the Government Entity under this Agreement and that BearingPoint's provision of services under this Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

11.10 BearingPoint represents that neither BearingPoint nor any person or entity, which will participate financially in this Agreement, has received compensation from the Government Entity for participation in preparation of specifications for this Agreement. BearingPoint represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future



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employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Agreement.

11.11 BearingPoint and Government Entity agree that the services to be provided under this Agreement (other than ePay-related services) will be conducted in accordance with a mutually agreed project plan, which may be updated by BearingPoint based on changes in circumstances affecting the services.

11.12 All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit (all postage pre-paid) with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BearingPoint, Inc.
 301 Congress Ave., Suite 1500
 Austin, TX 78701
 Attention: Tava Michalik

With a copy to:

BearingPoint, Inc.
 1676 International Drive
 McLean, Virginia 22102
 Attention: Office of General Counsel

If to Government Entity:

County Judge

 _____, Texas _____

12. Termination

12.1 This agreement is effective upon execution by representatives of BearingPoint and the Government Entity and expires on August 31, 2012.

12.2 This agreement may be terminated by BearingPoint without cause and without cost or penalty upon ninety (90) days prior written notice to the Government Entity.

12.3 Government Entity may terminate this Agreement without cause and without cost or penalty (other than that set forth herein) upon (90) days prior written notice to BearingPoint. As required by the Master Contract, if the Government Entity terminates this Agreement for convenience or lack of funding before BearingPoint fully recovers all its costs associated with BearingPoint providing service to the Government Entity through TexasOnline, then the Government Entity shall pay to BearingPoint all such unrecovered costs.

12.4 In the event that either party materially fails to carry out or comply with any material term or condition of this Agreement, the other party may notify the breaching party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching party fails to remedy such failure or default within such 30-day cure period, the other party shall



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have the right to terminate this Agreement by written notice. Neither party shall be responsible for any failure to perform or default to the extent such failure or default was caused by the other party's failure to perform its obligations under this Agreement or from a force majeure event as set forth in Section XXIII(k) of the Master Contract. Without limiting the generality of the foregoing, the Government Entity shall not have the right to terminate this Agreement for cause if BearingPoint's failure or inability to comply with the terms and conditions of this Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of the Government Entity to provide the support and assistance that BearingPoint requires from the Government Entity to perform its obligations under this Agreement, and which the Government Entity previously agreed to provide to BearingPoint.

13. Dispute Resolution

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim by negotiation between the parties within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Mediation procedure. Each party will bear its own costs in the mediation, and the parties will equally share the mediator's fees and expenses. The mediation proceedings and negotiations will be confidential, will not exceed three consecutive business days, and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals. Any mediation under this Agreement shall be conducted in Travis County, Texas.

In the event that the parties are unable to resolve the Claim by way of the aforementioned mediation, either party shall be entitled to seek relief in a court of competent jurisdiction in accordance with applicable law, subject to any applicable limitations set forth in this Agreement.

Either party may, without waiving any remedy under this Agreement, seek interim, provisional or permanent equitable relief from any court of competent jurisdiction to protect its confidential information and property rights, regardless of the mediation, negotiation or other requirements set forth in this section.

The foregoing provisions shall survive the expiration or termination of this Agreement.

AGREED AND ACCEPTED:

BearingPoint, Inc:

Government Entity:

By: _____

By: _____

Name: Tava Michalik

Name: _____

Title: Managing Director

Title: _____

Date: _____

Date: _____



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APPROVED BY:

Texas Department of Information Resources:

By: _____

Name: _____

Title: _____

Date: _____



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Appendix A

List of BearingPoint Application(s) Supported in Association with the Services

- 1. Electronic Filing Manager (EFM) Application**
 - a. Court Intake Application**
 - b. Court Profile**
 - c. Court Registration**
 - d. Filer Registration**
 - e. Payment Services**
- 2. Standard XML Interface**

List of Services Provided Under Agreement

- 1. Electronic Payments System Credit Card Authorization Services/Settlement Services**
 - a. BearingPoint will provide authorization and settlement transaction services for credit cards. Visa and MasterCard transactions will be processed and settled by the credit card processor through the Government Entity Merchant Agreement.
 - b. The processor will transfer all eFiling funds to the appropriate Government Entity bank account based on agreements between the processor and the State. BearingPoint is not responsible for actual fund transfers. The processor will transfer all EFM convenience fee funds to a BearingPoint bank account.
- 2. Electronic Payments Chargeback Services**
 - a. BearingPoint will develop and provide the procedures for Government Entity to follow to process chargebacks for applicable credit card transactions should they occur.
- 3. Filing Purge Services**
 - a. Government Entity will check and accept or reject all filings on at least a daily basis. BearingPoint will purge all filings 10 days after the Government Entity acts on the filing by accepting or rejecting the filing. All filings will be purged not later than 30 days after they are submitted by the filer.
- 4. Customer Information Center Services for Government Entity applications**
 - a. BearingPoint will provide first level customer support for the Government Entity applications through the TexasOnline CIC. First level support includes responding to phone calls and email



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requests for assistance in using the application. Questions that cannot be answered by a first level technician will be forwarded either to the Government Entity contact or level two support for resolution.

- b. A live call center operation will handle user phone calls 7:00 am to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.
- c. First and second-level support is limited to technical support regarding the TexasOnline network or availability and application functionality. Government Entity business questions or filing rules, as they pertain to eFiling, are the responsibility of the Government Entity. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. The customer will be referred appropriately.

5. Customer Information Center Services for Electronic Payments transaction services

- a. BearingPoint will provide first – third level customer support through the TexasOnline CIC for the Payment transactions processed through the Electronic Payments system. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. Questions that require the Electronic Payments System investigation or response will be forwarded to the Electronic Payments Customer Support areas.
- b. A live call center operation will handle user phone calls 7:00 a.m. to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.

6. TexasOnline Hosting and Application Service Provider (ASP) Services

- a. Services provided by BearingPoint include all services related to the hosting of eFiling applications including:
 - 1) Application design
 - 2) Database design and setup
 - 3) Standard interface design to meet the statewide Court Filing standard. .
 - 4) Interface design for exchange between TexasOnline and the Electronic Payments System
 - 5) Support secure communication standards between TexasOnline and Government Entity
 - 6) Application development and testing
 - 7) Page and form development
 - 8) Continued application enhancements and modifications
 - 9) Applications support and maintenance

7. TexasOnline Training

- a. BearingPoint will provide training support documentation on the appropriate use of the TexasOnline EFM.



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8. Strategic Outreach

- a. Services provided by BearingPoint include the following strategic outreach services:
 - 1) Provide a *sample* communication plan for the Government Entity; and
 - 2) If appropriate, consider the possibility of a joint marketing program and/or expenditure with the Government Entity.

9. Physical Environment Management

- (a) BearingPoint will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center in Dallas, Texas.

10. Network Infrastructure Management

- (a) BearingPoint will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the TexasOnline EFM located at BearingPoint's eGovernment Data Center. BearingPoint will manage all the TexasOnline EFM resources necessary to get users to Government Entity's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.

11. Hardware Management

- (a) BearingPoint will provide Hardware Installation, Hardware Management and support for TexasOnline EFM components located at BearingPoint's eGovernment Data Center. BearingPoint will install and maintain TexasOnline EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.

12. Operating System Administration

- (a) BearingPoint will provide Operating System Software installation, configuration, optimization, and support for TexasOnline EFM components located at BearingPoint's eGovernment Data Center. BearingPoint will create the underlying TexasOnline environment and work with Government Entity to ensure that systems are configured and tuned appropriately to support the needs of Government Entity applications.



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TexasOnline Electronic Court Filing Services
SERVICE LEVEL AGREEMENT (SLA)

Fee Schedule

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	Convenience Fee
Electronic Filing Manager Court Intake Services	\$ 4.00 TexasOnline \$2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year.

*BearingPoint will pay Government Entity \$2.00 (or the amount approved by the Department of Information Resources Board) for each accepted e-filing, the fee for cost recovery as approved by the Department of Information Resources Board.