

re:SearchTribalCourts Terms of Use

Welcome to the online services of Tyler Technologies for the Choctaw Nation. Please read this Agreement carefully. It governs Your access to and use of the Odyssey File & Serve application through the Tyler Technologies Internet Site. Your use of the Tyler Technologies Site and/or other Tyler products is conditioned upon Your acceptance of this Agreement. By clicking on the "I Accept" button, You are agreeing to be legally bound by all of the terms and conditions of this Agreement. If You are acting as an employee, You agree that this Agreement will bind Your employer and that You are authorized to do so. As used in this Agreement, "You" or "Your" includes You and Your employer.

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Section 1. Definitions

The following terms have the following meanings in this Agreement: "Authorized User" means any of Your employees, agents, independent contractors or consultants who agree to be bound by the terms and conditions of this Agreement and who are authorized or otherwise designated or permitted by You to access and use the Tyler Services pursuant to the License. "E-Document" refers to any document or discrete compilation of text and/or graphical information in electronic form suitable for submission into the Odyssey File & Serve program. "Enhancement" means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release or other change that is released generally by Tyler Technologies for the Tyler Services. "Fee Schedule" means Tyler's current Fee Schedule for use of the Tyler Services, as

may be altered or amended from time to time by Tyler. "Information" means the records, data, databases, documents, materials, and other information accessible through the Tyler Services. "License" means the limited license granted to You under this Agreement. "Proprietary Rights" means any patent, copyright, trademark, service mark, trade secret or other intellectual property right. "Third Party Content" means any content, records, data, documents, materials, or other information supplied to Tyler pursuant to an agreement with a third party for inclusion as part of, or for use with, the Tyler Services. "Tyler" means Tyler Technologies, Inc. and its operating units and divisions. "Tyler Internet Site" means the Tyler eFiling web sites (and all Enhancements thereto) with such other Web sites owned or maintained by Tyler and its affiliates from time to time. "Tyler Services" means, collectively, Tyler's Odyssey File & Serve Application and any related services made available to You and any Authorized User from Tyler from time to time. "Tyler Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products or other technology and materials of any kind, or any Enhancement thereto, used by Tyler in connection with the performance of the Tyler Services or made available by Tyler to You, any Authorized User or any third party through the Tyler Internet Site. "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity, including, without limitation, any bulk reselling involving any aspect of the Tyler Services, the Tyler Internet Site or Information that is not expressly authorized under this Agreement or otherwise in writing by Tyler. "User Identification" means the unique user identification name and password issued or otherwise assigned to each Authorized User for access to and use of the Tyler Services.

Section 2. License; Restrictions on Use

2.1 License.

Subject to the restrictions and limitations set forth in this Section 2 and elsewhere in this Agreement, Tyler hereby grants to You a nonexclusive, nontransferable, limited license to do the following during the term of this License: (a) enable Your Authorized Users to access and use the Tyler Services subject and according to the terms of this Agreement solely for Your internal use in the regular course of Your business; (b) subject to any applicable third party rights or restrictions of law, reproduce insubstantial portions of the Information for use in connection with the rights granted under (a) above and provide insubstantial portions of the Information to Your customers and clients, provided that such Information is provided as an incidental part of, and ancillary to, the other services You provide Your clients or customers.

2.2 General Restrictions and Limitations.

Paragraph 2.1 sets forth the entirety of Your right to access and use the Tyler Services. The License does not include the right to, and You will not directly or indirectly (a) enable any person or entity other than Authorized Users to access and use the Tyler Services; (b) modify or create any derivative work based upon any Tyler Technology, Information or Third Party Content; (c) engage in, permit or suffer to continue any bulk copying or bulk distribution of the Information or store the Information in a searchable database; (d) grant any sublicense or other rights under the License; (e) reverse engineer, disassemble or decompile all or any portion of, or

attempt to discover or recreate the source code for, any software that is part of the Tyler Technology; (f) remove, obscure or alter any Proprietary Rights notice related to the Tyler Internet Site, the Tyler Services, the Tyler Technology or any Third Party Content; or (g) engage in, permit or suffer to continue any Unauthorized Use by any person or entity within Your control. You will ensure, through proper instructions and enforcement actions, that all access to and use of the Tyler Services and the Information obtained by You, or otherwise through Your facilities, equipment, identifiers or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, court orders or Tyler's policies. Without limiting the foregoing, to the extent that Information is transmitted to the state of Florida or third parties through the Odyssey File & Serve application, You and Your Authorized Users access to and use of the Information shall comply with all applicable state statutes, court rules and orders.

2.3 No Attorney-Client Relationship.

The Tyler Services do not constitute or contain legal advice, nor are they intended to by Tyler. Tyler is not engaged in the practice of law or in providing legal services. Use of the Tyler Services may require the application of professional expertise and judgment, for which You should consult a competent attorney licensed to practice in the appropriate jurisdiction.

2.4 Third Party Content, Software and Services.

The License as it relates to any Third Party Content, software or services is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Third Party Content, software or services. Tyler's agreements with such third parties may require Tyler to deny or otherwise restrict Your access to certain Third Party Content, software or services available through the Tyler Services. You will comply with all such restrictions and such restrictions are incorporated herein by reference. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY THIRD PARTIES, THE THIRD PARTY TERMS AND CONDITIONS WILL APPLY.**

Section 3. Access to the Tyler Internet Site

3.1 Equipment, Services and Facilities.

You are solely responsible for providing, installing and maintaining at Your own expense all equipment, facilities and services necessary to access and use the Tyler Services, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

3.2 Password.

Each Authorized User will be assigned User Identification to access and use the Tyler Services. You are solely responsible for tracking the User Identifications to specific Authorized Users and

for ensuring the security and confidentiality of all User Identifications. You acknowledge that You are fully responsible for all liabilities incurred through the use of any User Identification and that any transaction under a User Identification will be deemed to have been performed by You. You will immediately notify Tyler of any unauthorized use of any User Identification or any other breach of security known to You. Use of any User Identification other than as provided in this Agreement will be considered a breach of this Agreement by You.

3.3 Hours of Operation; Scope of Tyler Services.

Tyler reserves the right at any time and without prior notice to You to change the Tyler Services' hours of operation or to limit Your access to the Tyler Services in order to perform repairs, make modifications or as a result of circumstances beyond Tyler's reasonable control. Tyler may add or withdraw products or services to or from the Tyler Services from time to time. You acknowledge that Tyler has no obligation to maintain or provide any Enhancements to the Tyler Services.

3.4 Privacy Statement.

Tyler believes strongly in protecting user privacy and providing You with notice of Tyler's collection and use of data, including personal identifying information, collected on the Tyler Internet Site. Tyler reserved the right to contact you in order to provide you updates and other information about this website. For additional information, please refer to the Tyler Privacy Statement for information regarding how Tyler uses and collects information.

<http://www.tylertech.com/privacy>

Section 4. Limitations on Use

4.1 Individual Access.

Only one individual may log-in to the Tyler Internet Site at the same time using the User Identification assigned, unless we permit otherwise.

4.2 Intellectual Property.

The Odyssey File & Serve program is the property of Tyler and is protected by applicable intellectual property laws.

4.3 Representations and Warranties.

You agree that Your access to and use of the Odyssey File & Serve program and the content available through the Odyssey File & Serve programs is on an "as-is" basis, and Tyler does not make any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose.

Section 5. Fee Schedule

5.1 Fees.

You will pay Tyler the fees, charges and other amounts for the License and the Tyler Services at the rates specified in the current Fee Schedules at the date of Your or Your Authorized Users' use of the Tyler Services. You are ultimately and fully responsible for payment to Tyler of all fees, charges and other amounts (including, without limitation, any statutory filing or other court fees), whether or not You are incurring such fees, charges or other amounts on Your own account or on behalf of Your client. All amounts payable under this Agreement are denominated in United States Dollars and You will pay all such amounts in lawful currency of the United States. Tyler reserves the right to change its generally applicable fees or its method of measuring usage, or both, at any time without prior notice. Fees charged to the authorized user for this service are subject to change by Tyler Technologies.

5.2 Payment Terms.

Unless You and Tyler separately agree to different payment terms, You will pay for the fees, charges and other amounts for You and Your Authorized Users' use of the Tyler Services by credit card. When You register for the Tyler Services, You will be prompted to enter Your credit card information.

5.3 Suspension of Services.

If You fail to pay any amount under this Agreement when due, in addition to any other remedies available at law or in equity, Tyler will have the right, in its sole discretion, to immediately suspend the License and You and Your Authorized Users' access to and use of the Tyler Services.

Section 6. Proprietary Rights

6.1 Ownership.

The Tyler Services, the Tyler Internet Site and the Tyler Technology constitute or otherwise involve valuable Proprietary Rights of Tyler. You acknowledge that You obtain only license rights under this Agreement. No title to or ownership of the Tyler Services, the Tyler Internet Site and the Tyler Technology, or any Proprietary Rights associated therewith is transferred to You, any Authorized User or any third party under this Agreement.

6.2 Protection of Proprietary Rights.

You will not infringe or violate, and will take appropriate steps and precautions for the protection of Tyler's Proprietary Rights. Without limiting the generality of the foregoing, You will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the Tyler Services, the Tyler Internet Site, the Tyler Technology or Third Party Content available to any third party without the prior written consent of Tyler; and (c) otherwise use Your best efforts to prevent any Unauthorized Use. You will immediately notify Tyler of any Unauthorized Use that comes to Your attention and cooperate with Tyler to investigate and prevent the same. In the

event of any Unauthorized Use relating to Your activities, any Authorized User or any of Your representatives, You will take all steps reasonably necessary to terminate such Unauthorized Use.

6.3 Infringer Policy.

Tyler respects the intellectual property of others, and expects its users to do the same. Tyler may, in appropriate circumstances and at its own discretion, limit access to the Tyler Internet Site and/or terminate your account if You or any of Your Authorized Users' infringe the intellectual property rights of others. Any person who believes that any Information available through the Tyler Internet Site infringes upon any copyright owned or controlled by such person, or that any link on the Tyler Internet Site directs users to another Web site that contains such infringing material may file a notification of such infringement with our Designated Agent. Please see the Copyright Policy and Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement.

Section 7. Disclaimers and Limitations

7.1 Assumption of Risk; Responsibility to Verify.

You acknowledge that Tyler does not verify the completeness, propriety, timeliness or accuracy of any Information or Third Party Content available through the Tyler Internet Site. Tyler does not control the contents of any Information and will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information. Tyler may provide from time to time links from the Tyler Internet Site to other Web sites that are not controlled by Tyler and are not related to the Tyler Services. Tyler is providing these links only as a convenience, and no such link implies an affiliation, endorsement, or adoption by Tyler of the linked Web site or any Information, services or products obtained through such links. You acknowledge that by providing the Information and the Tyler Services, Tyler does not underwrite or assume any of the risks of Your business or activities. **IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD PARTY CONTENT OBTAINED THROUGH THE TYLER INTERNET SITE WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.**

7.2 DISCLAIMER.

THE LICENSE, TYLER SERVICES, THE TYLER INTERNET SITE, TYLER TECHNOLOGY, INFORMATION AND ALL SOFTWARE, SERVICES AND OTHER ITEMS PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TYLER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD PARTY CONTENT, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE TYLER SERVICES, THE TYLER INTERNET SITE, TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY, THROUGH OR ON

BEHALF OF TYLER UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

7.3 Third Party Content, Software and Services.

Except as otherwise agreed upon by the parties in writing, the warranties, obligations and liabilities of Tyler and Your remedies with respect to any Third Party Content, software or services will be limited to whatever recourse may be available against the third party provider of such Third Party Content, software or services and ARE SUBJECT TO ALL RESTRICTIONS AND OTHER LIMITATIONS AS MAY BE DISPLAYED IN OR REFERENCED BY SUCH THIRD PARTY CONTENT, SOFTWARE OR SERVICES.

Section 8. Your Warranties and Indemnification

8.1 Warranty.

In addition to any warranties set forth elsewhere in this Agreement, You warrant to Tyler that the performance of Your obligations and Your and Your Authorized Users' access to and use of the Tyler Services will not violate any third party rights or any applicable laws, rules or regulations.

8.2 Indemnification.

You will defend, indemnify and hold harmless Tyler, and its directors, officers, employees, owners and agents from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties or any other provision of this Agreement; (b) any damage arising from causes beyond the control or without the fault or negligence of Tyler; (c) any use by You or Your Authorized Users, customers or clients of the Information, Third Party Content, or any other software, services or other items provided under this Agreement.

Section 9. Limitations of Liability

9.1 Force Majeure.

Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party). This paragraph will not apply to any payment obligation of either party.

9.2 No Consequential Damages.

NEITHER TYLER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OWNERS, SUPPLIERS AND THE PROVIDERS OF THIRD PARTY CONTENT WILL BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS, CUSTOMERS OR CLIENTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) WHETHER OR NOT CHARACTERIZED BY IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, THE LICENSE, TYLER SERVICES, THE TYLER INTERNET SITE, THE TYLER TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF TYLER TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE BY TYLER.

9.3 Limitation of Liability.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF TYLER WITH REGARD TO THE LICENSE, TYLER SERVICES, INFORMATION AND ANY OTHER ITEMS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY YOU TO TYLER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM. YOUR RIGHT TO MONETARY DAMAGES UP TO THAT AMOUNT WILL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU OR YOUR AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

Section 10. Arbitration

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations between the parties, will be settled by arbitration that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision will be binding on the parties. The arbitrator will not be empowered to award punitive damages to either party. The arbitrator will be a person from the locality of Plano, TX and the arbitration hearing will be held in the Plano, TX metropolitan area. The cost of arbitration will be borne equally by the parties unless the arbitrator makes a final determination, which determination will be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to the arbitration, in which event the non-prevailing party will bear all costs related to the arbitration. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be

effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

Section 11. Miscellaneous

11.1 Refunds.

Monthly subscription: Refunds will be issued for month-to-month subscription services upon request if the request is made within 3 business days of the monthly subscription charge by contacting support at research.support@tylertech.com or via phone at (844) 307-8721. The maximum refund that will be granted is for a single month's subscription.

Annual subscriptions: Full refunds for annual subscriptions will be granted if requested within 15 business days of the annual subscription charge by contacting support at research.support@tylertech.com or via phone at (844) 307-8721. No refunds will be granted for annual subs after 15 business days have elapsed from the date of your annual subscription charge.

Document-purchase refunds will only be provided if: (1) a refund request is made within 24 hours of the purchase by contacting re:Search support at research.support@tylertech.com or via phone at (844) 307-8721; and (2) the purchased document is not able to be provided to the user through re:Search or by the re:Search Support Team through alternate means. Documents that have been purchased and are available on the site will not be refunded for any reason.

11.2 Modifications.

This Agreement may be amended by Tyler from time to time by Tyler posting on the Tyler Internet Site the amended Agreement or other notice of the amendments. Latest revision dates are indicated at the top of the document. Continued use of the Tyler Internet Site following the fifteenth day after such posting will constitute acceptance of the change. If You do not accept the amended terms, You must cease using the Tyler Services.

11.3 Assignment.

This Agreement, and the License granted hereunder, may not be assigned by You to any third party. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

11.4 Nonwaiver.

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

11.5 Termination.

Notwithstanding any of these terms and conditions, Tyler reserves the right, without notice and in its sole discretion, to terminate Your License, and to block or prevent future access to and use of the Tyler Services by You or Your Authorized Users. Unless such termination is at Your request or is due to Your breach, Tyler will refund any fees prepaid by You with respect to periods following the effectiveness of such termination. You will be responsible for paying Tyler any amounts owed for You and Your Authorized Users' access to and use of the Tyler Services prior to the effectiveness of such termination. Upon termination, You will immediately discontinue use of the Tyler Services.

11.6 Severability.

This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

11.7 Questions and Contact Information.

General questions or comments about the Tyler Internet Site or the Tyler Services may be directed to Tyler's Customer Service by e-mail at efiling.support@tylertech.com or by postal mail at Tyler Technologies, Inc., 5101 Tennyson Parkway, Plano TX, 75024.

11.8 Applicable Law; Jurisdiction and Venue.

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement.

11.9 Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and this Agreement replaces and supersedes any prior verbal understandings, written communications or representations on the subject matter hereof.