



Services Agreement

**Gray Hawk Payment Technologies
Automated cash Management Systems**

**Williamson County Sheriff's Office
Williamson County Jail
Williamson County, Texas**

May 21, 2010
(Revised 06.02.10)

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of _____, 2010 ("Effective Date") by and between Gray Hawk Payment Technologies, Inc., a Delaware corporation with an office at 12400 Hwy 71 W., Ste 350-181, Austin, TX 78738 ("Gray Hawk") and Williamson County, TX, a political subdivision of the State of Texas with an office at 710 Main Street, Suite 101, Georgetown, TX 78626 ("Client"). The parties agree as follows:

1. Purpose. Client operates a facility or facilities at the location(s) set forth on Exhibit A, as updated from time to time by the parties, or as otherwise determined by the parties' mutual agreement (each a "Facility") and desires to contract with Gray Hawk for various automated cash management services for each Facility.

2. Services. Gray Hawk, by itself or through its vendor, will provide to Client for each Facility the deliverables described on Exhibit A, as updated from time to time by the parties, or as otherwise determined by the parties' mutual agreement ("Deliverables") and the following services (collectively, "Services") set forth in this Section 2. Client will provide Gray Hawk with reasonable assistance and cooperation in Gray Hawk's performance under this Agreement.

2.1. Implementation. Gray Hawk, with cooperation from Client, will install and implement the Deliverables for each Facility according to the project task responsibilities set forth in the statement of work ("SOW") on Exhibit B.

2.2. Hosting. Gray Hawk will provide to Client in a secure environment certain back-end hosting services required for end-users of the Deliverables ("Users") to access and use the Deliverables, namely establishing and maintaining data processors, databases, and connectivity between the Deliverables and other necessary back-end hosting components.

2.3. Maintenance and Support. Gray Hawk will provide to Client maintenance and support services according to the then-current facility service guide set forth on Exhibit C, which may be updated from time to time.

2.4. Funds. Gray Hawk may accept or decline funds deposited by Users (who may or may not be the designated recipient), designate any accepted funds as belonging to a particular recipient,

and pass such information to Client. Upon Client's notification to Gray Hawk to disburse, pay, or remit a specified amount of funds designated as belonging to a particular recipient, Gray Hawk may issue a prepaid stored value card to the designated recipient for the amount specified and funded by Client, less any charges according to Exhibits D and E. Use of the prepaid stored value card by the designated recipient is subject to funds availability. Transaction fees, terms, and conditions apply. A cardholder agreement accompanying the prepaid stored value card will contain complete details. Client will be responsible for all other activities relating to recipients' funds, including but not limited to management of recipients' accounts and funding in full any prepaid stored value cards issued on Client's behalf. Client will also provide assistance to Gray Hawk, and Gray Hawk will provide Client with support for charge-backs from financial institutions, as set forth on Exhibit D.

2.5. Reporting. Client will have reasonable access to reconciliation reports provided under Gray Hawk's specifications. To the extent such reports are available through a website or other password-protected means, Client agrees that it will keep all login and password information confidential as Gray Hawk's Confidential Information.

3. Payment. No consideration is payable by Client under this Agreement. However, Gray Hawk will charge Users according to the rates set forth on Exhibit E.

4. Term and Termination.

4.1. Term. This Agreement begins on the Effective Date, will continue for three (3) years ("Initial Term") thereafter, and will renew automatically for successive 1-year terms (each a "Renewal Term"), unless terminated earlier as permitted in this Agreement. Together, the Initial Term and any Renewal Terms constitute the "Term."

4.2. Termination. Either party may terminate this Agreement (a) at any time upon 90 days' prior written notice to the other party or (b) for cause upon written notice to the other party if that other party breaches this Agreement and fails to cure the breach within 30 days after the non-breaching party delivers written notice describing the breach to the other party; provided, however, that Gray Hawk will have 60 days to cure a breach if such breach is attributable to the failure by a vendor of Gray Hawk to perform its obligations.

4.3. Effect of Termination. Upon the expiration or termination of this Agreement, (a) Client will cease using the Deliverables; (b) each party will cease using the other party's Confidential Information, whether in tangible or intangible form; and (c) each party will return any of the other party's Confidential Information that is in tangible form. However, for 90 days after the date of the termination or expiration of this Agreement, Gray Hawk will allow Client reasonable access to reconciliation reports retained by Gray Hawk, subject to Client's compliance with all other terms and conditions of this Agreement.

5. Rights.

5.1. Access to and Use of Deliverables. Gray Hawk grants to Client the right to allow Users to access and use the Deliverables for their intended purpose, except during and to the extent that Gray Hawk must suspend such access and use to perform its maintenance and support obligations under this Agreement. Client will not modify, disable, reverse engineer, decompile, disassemble, or relocate the Deliverables or assist any third party in doing so without Gray Hawk's prior written consent. Client acknowledges and agrees that Gray Hawk will charge Users fees as set forth on Exhibit E, which fees are subject to change by Gray Hawk.

5.2. Access to Client Data and Facilities. To the extent necessary for Gray Hawk's performance under this Agreement and for the full and proper functioning of the Deliverables, Client grants to Gray Hawk the right to access and interface with data and data sources in Client's possession, including but not limited to information regarding designated recipients, payees, and accounts held or controlled by Client, in accordance with Gray Hawk's specifications. Client will grant Gray Hawk access to each Facility as Gray Hawk reasonably requests in order to install and implement the Deliverables in a timely manner.

5.3. Educational Materials. Client grants to Gray Hawk the right to place materials, including but not limited to brochures, posters, and displays, at each Facility to inform and encourage people to use the Deliverables.

5.4. Reservation of Rights. Subject to the rights expressly granted to Client under this Agreement, Gray Hawk and its vendors retain all rights, title, and interest in and to the Deliverables and any other materials that Gray Hawk makes available to Client in connection with its performance under this Agreement. Gray Hawk and its vendors reserve the right to use any information obtained during the course of performing under this Agreement, subject to applicable laws.

6. Requests for Additional Kiosks. Client may have one kioskPay machine or ezPay machine for each 1,000 Average Monthly Per-Unit Transactions (defined below) originating from the Facilities. "Average Monthly Per-Unit Transactions" is calculated by taking the total number of unique transactions that originate from Client's Facilities ("Transactions") in a month divided by the total number of kioskPay machines and ezPay machines (collectively, "Units") located at Client's Facilities. By way of example but not as a limitation, if 5,000 Transactions originate from Client's Facilities in a month, then Client is entitled to five Units at its Facilities; if Client has a total of three Units, then Client may request up to two additional Units for any Facility. Further, if 5,000 Transactions originate from Client's Facilities in a month and Client has seven Units, then Gray Hawk may remove two to leave Client with five Units. Gray Hawk will calculate Average Monthly Per-Unit Transactions quarterly and will notify Client of the results, together with any intention of Gray Hawk to remove any Units. Client will permit Gray Hawk reasonable access to add and remove the Units.

7. Other Payment Acceptance Methods. Except for money orders and cashier's checks received via the U.S. Postal Service and/or private parcel carriers, Client agrees to cease using alternative means and methods of accepting payments, including but not limited to, any web and telephonic payment acceptance and processing portals other than those provided by Gray Hawk, cashiers, cashiers' windows, and any other services involving money orders and money transfers by third-party processors for the Facility located at the Williamson County Jail Lobby,

508 Rock Street, Georgetown, Texas within 30 days after all Deliverables as set forth on Exhibit A have been installed at that specific Facility. Grey Hawk understands and acknowledges that Client is already and will in the future accept payments, including but not limited to, web and telephonic payment acceptance and processing portals other than those provided by Gray Hawk, in relation to money transfers by third-party processors at other Client locations.

8. Account Types. For each Facility, Client will accept each Payment Medium for every Account Type, as set forth on Exhibit A, within 60 days after the Deliverables have been installed at that Facility.

9. Representations and Warranties.

9.1. Mutual. Each party represents and warrants to the other party that (a) it has all rights and authority necessary to enter into and perform under this Agreement and (b) entering into this Agreement does not and will not (i) violate any applicable law, rule, regulation, order, or judgment, or (ii) result in a breach or constitute a default under any material agreement to which it is a party or by which it is bound.

9.2. By Gray Hawk. Gray Hawk represents and warrants to Client that for a period of two years after delivery of the Deliverables to Client, (a) the software portion of the Deliverables will perform in accordance with all applicable documentation; and (b) the hardware and equipment portion of the Deliverables will be free from material defects in materials and workmanship.

9.3. Remedies. If a defect exists in the Deliverables, Gray Hawk will, at its option, repair such defect or replace the Deliverables (or the defective portion), within a reasonable time after Gray Hawk's receipt of written notice regarding the defect. If the Deliverables are held to infringe, misappropriate, or otherwise violate any third-party intellectual property rights and their use as contemplated by this Agreement is (or threatened to be) enjoined, Gray Hawk, at its option and expense, will (a) procure for Client the right to continue to use the Deliverables in accordance with this Agreement; (b) replace or modify the Deliverables (or the affected portion) with a version that has substantially similar functionality, is non-infringing, and is reasonably acceptable to Client; or (c) terminate this Agreement

upon 90 days' prior written notice to Client, upon which termination a party will have no continuing liability to the other party under this Agreement.

9.4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GRAY HAWK MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT WITH RESPECT TO THE DELIVERABLES, THE SERVICES, ADDITIONAL SERVICES, OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING DESIGN, CONDITION, AND QUALITY OF MATERIALS AND WORKMANSHIP ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. Confidentiality.

10.1. Confidential Information. "Confidential Information" means any confidential or proprietary information of the disclosing party that is disclosed in any manner to the receiving party and that at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary. Confidential Information includes but is not limited to the existence and terms of this Agreement, all proprietary specifications related to the Deliverables, and all types of non-public proprietary technical or business information, including data, algorithms, processes, designs, plans, strategies, specifications, reports, pricing, marketing information, software, trade secrets, and other types of nonpublic information. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving party, (ii) the receiving party was lawfully and demonstrably in possession of prior to receiving it from the disclosing party, (iii) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the disclosing party's Confidential

Information, or (iv) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

10.2. Duty of Confidentiality. The Confidential Information of each party is the property of that party, and the receiving party obtains no right, title, interest, or license in or to the Confidential Information of the disclosing party. To the extent permitted under applicable laws, including laws regarding open or public records, each party shall (a) hold in strict confidence all Confidential Information of the other party; (b) use such Confidential Information only to perform or to exercise its rights under this Agreement; and (c) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to the directors, officers, employees, agents, contractors, accountants, auditors and legal and financial advisors of such party who need to know such Confidential Information, who are under confidentiality obligations at least as restrictive as the terms in this Agreement, and whose handling and treatment of such Confidential Information in accordance with this Agreement is such party's full responsibility. Each party will use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but each party shall use at least reasonable care. Client (i) acknowledges that attachments to this Agreement may possibly contain Gray Hawk's commercial and financial information, the disclosure of which could cause substantial competitive harm to Gray Hawk and would give an advantage to Gray Hawk's competitors; and (ii) agrees to generally assert the exceptions to disclosure provided in Texas Government Code §§ 552.104 and 552.110 thereby requesting an opinion from the Texas Attorney General; and (iii) agrees to notify Gray Hawk of any such Public Information Request so that Gray Hawk can assert such exceptions and brief the Texas Attorney General on the exceptions to disclosure.

10.3. Permitted Disclosure. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, rule, regulation, or other governmental action for which no valid exceptions or exemptions apply, provided that (a) to the extent permitted by law, the disclosing party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (b) the

receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information.

10.4. PII. To the extent applicable to and binding upon its business, Gray Hawk will comply with all applicable federal, state, and local laws, regulations, and policies governing the disclosure of PII. "PII" means information regarding Users obtained by Gray Hawk as a result of its performance under this Agreement.

11. Indemnification. GRAY HAWK WILL INDEMNIFY, DEFEND, AND HOLD CLIENT HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, AND DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO A THIRD-PARTY CLAIM THAT THE DELIVERABLES OR SERVICES INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S COPYRIGHTS OR TRADE SECRETS ENFORCEABLE IN THE UNITED STATES. FURTHERMORE, GRAY HAWK SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY GROSSLY NEGLIGENT ACT, ERROR OR OMISSION OF GRAY HAWK OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH GRAY HAWK'S PERFORMANCE OF ITS OBLIGATIONS AND SERVICES HEREUNDER AND WITH THE ACCESS AND USE OF THE DELIVERABLES FOR THEIR INTENDED PURPOSES UNDER THIS AGREEMENT.

12. Insurance; Risk of Loss. Client will not be providing or carrying any insurance coverage in relation to any property that is owned and/or being provided by Gray Hawk under this Agreement. Thus, Gray Hawk shall not place any of its property at Client's Facility until it has obtained, at its sole cost, insurance coverage that sufficiently protects Gray Hawk from general and personal liability. Furthermore, Gray Hawk assumes all risk of loss associated with placing its property at the Client's Facility.

13. Limitation of Liability. EXCEPT FOR ITS OBLIGATIONS IN SECTION 11 (INDEMNIFICATION) OR DAMAGES ARISING

OUT OF OR IN CONNECTION WITH A BREACH OF ITS OBLIGATIONS IN SECTION 10 (CONFIDENTIALITY), IN NO EVENT WILL GRAY HAWK BE LIABLE TO CLIENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME OR LOSS OF PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF GRAY HAWK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. General.

14.1. Notices. Any notices or other communications required to be given in writing under this Agreement will be effective upon personal or courier delivery, or three days after deposit into the U.S. mail (certified mail, return receipt requested), properly addressed to the other party at the address set forth in the preamble to this Agreement.

14.2. The Parties' Relationship. Each party is an independent contractor, and neither party has the authority to bind, represent or commit the other to any obligation to a third party except as expressly set forth in this Agreement. Nothing in this Agreement is intended to create an employment or co-employment relationship, a joint venture, a partnership, or any agency relationship between the parties.

14.3. Publicity. Client agrees to allow Gray Hawk to use Client's name and statements in customer lists and other marketing materials as determined by Gray Hawk.

14.4. Subcontractors. Gray Hawk may assign or delegate the performance of the Services or any part of the Services to third parties, provided that Gray Hawk will remain responsible for the actual performance of the Services.

14.5. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from a Force Majeure Event. A "Force Majeure Event" includes acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes, a third-party vendor's failure to perform or delay in performing its obligations, fires, transportation contingencies, laws, regulations, acts or orders of any

government agency or official thereof, other catastrophes or any other circumstances beyond the party's reasonable control.

14.6. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

14.7. Amendment; Waiver; Non-Waiver of Immunity; Severability. No amendment, change, waiver, or discharge of this Agreement will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced. The waiver by either party of a breach or a default of any provision of this Agreement will not be construed as a waiver of any subsequent breach of the same or any other provision. A party's delay or failure to exercise or avail itself of any right will not operate as a waiver of any right by that party. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States. If any provision of this Agreement is illegal or unenforceable, then that provision is deemed to be restated to reflect as nearly as possible the original intentions of the parties in a manner that complies with applicable law. The remainder of this Agreement will remain in full force and effect.

14.8. Survival. Sections 3 (Payment), 4 (Term and Termination), 10 (Confidentiality), 11 (Indemnification), 13 (Limitation of Liability), 14 (General) and all other sections that by their sense and context are intended to survive this Agreement's expiration or termination will survive and continue in effect after such expiration or termination.

14.9. Headings; Entire Agreement. The section headings appearing in this Agreement are

inserted only as a matter convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement. This Agreement, including all exhibits, constitutes the entire understanding of the parties with

respect to the subject matter of this Agreement and will supersede all previous communications, representations, or understanding, either oral or written, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, including the Exhibits, which are incorporated into this Agreement by reference, as of the Effective Date.

Gray Hawk Payment Technologies, Inc.

By: _____

Name: David M. Walker

Title: Chief Revenue Officer

Williamson County, Texas

By:  _____

Name: _____

Title: _____

Exhibit A
Facility and Deliverables

Gray Hawk will initially provide to Client Deliverables at each Facility, plus one hard copy and one soft copy of the *Facility Payment Process Information & Report Guide*, according to the following:

<u>Facility</u>	<u>Deliverables</u>
Gray Hawk implementation personnel will meet with key county decision makers to determine the most efficient installation sites based on current and desired future processes.	Perform survey of each facility to be included in the implementation. Determine payment/account types and volume estimates. Recommend the type and quantity of payment portal(s) required for each facility from the following: <ul style="list-style-type: none"> • Interactive Voice Response System • Web Payment Portal • kioskPay for public access and use • ezPay for public access and use
Williamson County Jail 508 S. Rock Street Georgetown, Texas 78626	<ul style="list-style-type: none"> • Qty: ___ Interactive Voice Response System • Qty: ___ Web Payment Portal • Qty: ___ kioskPay for public access and use • Qty: ___ ezPay for public access and use
	<ul style="list-style-type: none"> • Qty: ___ Interactive Voice Response System • Qty: ___ Web Payment Portal • Qty: ___ kioskPay for public access and use • Qty: ___ ezPay for public access and use
	<ul style="list-style-type: none"> • Qty: ___ Interactive Voice Response System • Qty: ___ Web Payment Portal • Qty: ___ kioskPay for public access and use • Qty: ___ ezPay for public access and use
	<ul style="list-style-type: none"> • Qty: ___ Interactive Voice Response System • Qty: ___ Web Payment Portal • Qty: ___ kioskPay for public access and use • Qty: ___ ezPay for public access and use

<u>Payment Medium</u>	<u>Account Type</u>	<u>Services</u>
<ul style="list-style-type: none"> • MasterCard/Visa/Discover • ACH • Debit Card • Cash • Green Dot MoneyPak 	<ul style="list-style-type: none"> • Commissary/Trust • Telephone • Self-Release • Prepaid stored value cards to individuals released from Client's jail facilities to whom funds are due from Client 	<ul style="list-style-type: none"> • The Services set forth in Section 2 of this Agreement

"Payment Medium" means the methods through which Gray Hawk will accept deposits from Users.

"Account Type" means the types of (a) deposit accounts to which Users or third parties may add funds through the Units, interactive voice response systems, and web payment portals and (b) accounts through which Client may receive funds.

Exhibit B
SOW

1. At each Facility set forth in Exhibit A or as mutually agreed by the parties, Gray Hawk, with Client's cooperation, will install and implement the Deliverables as set forth in Exhibit A according to the following SOW.

<u>Project Task Responsibilities</u>		<u>Responsible Party</u>	
		<u>Gray Hawk</u>	<u>Client</u>
I. Project Planning			
(a) Assemble the Stakeholder's Project Team			X
(b) Complete the Communication Plan			X
(c) Host the Project Kickoff Meeting with Stakeholders			X
(d) Complete and Return Pre-installation Site Survey	X		X
(e) Customize Project Plan to Agency Deliverables	X		
II. Requirements Definition			
(a) Host Requirements Workshops with Key Personnel			X
(b) Define all Needed Systems Requirements	X		
(c) Draft Requirements Definitions	X		
(d) Approve Requirements Definitions	X		X
(e) Design System Implementation to meet Requirements Definitions	X		
III. Integration Plan			
(a) Lead Change Management Process	X		
(b) Implement Change Management Plan			X
(c) Set Change Management Plan and Assign Tasks	X		
(d) Manage Accountability from Stakeholders to Planned Tasks			X
(e) Process Assessment (When Applicable)	X		
(f) Technology Assessment	X		
IV. Implementation			
(a) Site Preparation(s)			X
(b) Site Installation(s)	X		
(c) User Training	X		
(d) Marketing Information and Brochures	X		
(e) Agency Websites and Electronic/Telephonic Listings			X
(f) Post Implementation Review & Acceptance	X		X
(g) Host the Review Conference			X
(h) Implement Review Recommendations	X		X

2. In addition to its other obligations under this Agreement, Client will appoint a lead ("Project Manager") who will:

- a. Act as the primary contact for Gray Hawk's account manager and project manager;
- b. Facilitate decision making for the agency and interdepartmental communications and resolve open issues to ensure a prompt and successful implementation of the Deliverables meeting agreed deadlines;

- c. Assemble, identify and make available to Gray Hawk all Client's resources necessary to successfully implement the Deliverables; including but not limited to any information that has been prepared by Client for purposes similar to those described in this Agreement;
- d. Conduct verification testing after installation and use of Deliverables as set forth in Exhibit A for a reasonable period of time; and
- e. Complete a feedback survey for Gray Hawk.

The Project Manager for this Agency will be _____.

Exhibit C
Facility Service Guide



Facility

Customer Service Information

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Introduction

Gray Hawk Payment Technologies is proud to provide its facility services through TouchPay. Gray Hawk and TouchPay are dedicated to providing the highest quality of Customer Service support possible for all our valued customers. Our support team is a group of highly trained individuals with a complete understanding of all TouchPay systems to ensure all our customer's needs will be met.

We pride ourselves on availability and quick resolution of all issues and concerns. Our support team can be contacted in several ways via the Telephone or email, whichever the customer prefers and the issue warrants.

The purpose of this guide is to provide customers and partners with a detailed process understanding of our support services, a list of our Customer Service contact information, along with TouchPay websites and escalation procedures should a situation arise. Please feel free to contact us with ANY questions or concerns or just to say hello. We are here to ensure total customer satisfaction, for that is truly our number one goal!

Contact Us

Business Hours

M-F 7am-7pm CST

To contact TouchPay Customer Service during normal business hours dial **(800)720-6817 or (866) 204-1603, Option 1 or Ext. 2009**. If all agents are busy assisting other customers then your call will be forwarded to our voice mail box, and will be returned within 30min.

After Hours – Non Emergency

7pm – 7am CST

To leave a non emergency message for TouchPay Customer Service dial **(800)720-6817 or (866) 204-1603, Option 1 or Ext. 2010**.

All messages will be returned promptly the next business day morning.

Email

Our Customer Service Representative's (CSR) are also available by email if you have a less urgent issue you can contact us at – customersupport@TouchPaydirect.com. All emails received during normal business hours **M-F 7am-7pm CST** are returned within 2-6 hours or the next business day morning in the order they were received. All emails received after hours and weekends are returned the next business day morning.

Mail

To contact Customer Service via mail please submit all correspondence to the below address:

**TouchPay
P.O. Box 155337
Fort Worth, TX 76155**

Customer Service Operating & Escalation Procedures

When a call is placed to TouchPay, and our CSR gathers all pertinent information, opens a ticket, assigns a case number and sets a priority to every call. Our escalation operating procedure consists of three levels:

- **Level I** – Ticket creation and resolution
- **Level II** – Escalation to expert
- **Level III** – On-site escalation

The goal is to provide resolution to the problem as quickly as feasibly possible. In most cases, all calls are returned within 30 minutes or less, all tickets are closed within 24 hours and all on-site repairs requiring parts are resolved within 36 hours.

Level I

1. Information Gathered
 - a. Name
 - b. Call Back Number
 - c. Correctional Facility
 - d. Issue – Kiosk down, Customer problem, Network outage, etc.
 - e. Description
 - f. Date/time
 - g. Priority assigned (3, 2, or 1)
 - h. Inquiry
 - i. Courts Deposit
 - ii. TouchPay Process
 - iii. Fee Schedule
2. Steps to Resolve – Determine root cause of issue
 - a. User assistance
 - b. Hardware failure
 - c. Software problem
 - d. Network availability
3. Resolve & Close Ticket
 - a. CSR is able to handle Issue and close ticket.
 - b. CSR unable to resolve – escalate to Level II
4. Feedback & Reporting
 - a. Incident Reports (on-line lookups)
 - b. Weekly Reporting
 - c. Monthly Reporting

All Reports available upon request

Level II

1. CSR unable to resolve Issue, determine appropriate TouchPay personnel and notify Operations/Accounting within 30 minutes of call logged
 - a. **Operations** will identify if the below items are failure points, then make determination if resolution can be made internally or escalation needed to Onsite Support
 1. Power
 2. Network
 3. Cabling
 4. Peripherals
 5. Software
 - b. **Accounting** will identify record thru TouchPay Reporting and process accordingly depending on what the issue requires.
 1. Customer Deposit Not Posted
 - a. CC/Check declined
 - b. System Issue – Operations to Resolve
 - c. System Issue – Service Provider (TSI) to Resolve
 2. Fraud
 - a. Block account thru TouchPay
 - b. Notify Facility to freeze funds and recover fraudulent money.
2. Resolve & Close Ticket
 - a. Operations/Accounting able to handle Issue and close ticket.
 - b. Operations/Accounting unable to resolve – escalate to Level III
3. Feedback & Reporting
 - d. Incident Reports (on-line lookups)
 - e. Weekly Reporting
 - f. Monthly Reporting

All Reports available upon request

Level III

1. Operations unable to resolve remotely and must involve Onsite Support. A call is placed to TouchPay Representative when the appropriate individual arrives.
 - a. Courier
 - a. Check Bill Acceptor is Full
 - b. Check if Receipt paper full/jammed
 - c. Perform other required tests requested by TouchPay Representative
 - b. Facility Representative
 - a. Check Power supply
 - b. Check Network connectivity

2. Resolve & Close Ticket
 - g. Onsite Support able to handle Issue and close ticket.
 - h. Onsite Support unable to resolve – escalate back to Operations
3. Feedback & Reporting
 - i. Incident Reports (on-line lookups)
 - j. Incident Report – Hardware failure on parts replaced
 - k. Weekly Reporting
 - l. Monthly Reporting

All Reports available upon request

Resolution Times

Level I - All resolved within 30min -1 hour of call logged – Ticket Closed

Level II - All resolved within 1-3 hours of call logged – Ticket Closed

Level III - All resolved within 1 business day of call logged – Ticket Closed

Posting Event Tracking & Analysis

- a. Frequency
- b. Uptime %
- c. Common Problems
- d. Monthly Review – If requested

Customer Service Escalation Matrix –(See Exhibit A)

Touchpay Customer Service Escalation Matrix			
	<u>Touchpay</u>	<u>Service Provider</u>	<u>Facility</u>
Calls originate CS			
General	800#		
Operations	Craig		
IT	Jon		
Accounting	Jennifer		

Emergency Contacts

**General /Operating
Issues**

Craig Bullard
Operations Department
P.O. Box 155337
Fort Worth, TX 76155

Toll Free: 800-720-6817 – Ext. 2001
Telephone : 817-204-0301 – Ext. 2001
Fax: 817-230-4837
Email: cbullard@TouchPaydirect.com

**Technical difficulties
-Kiosk, IVR, Web**

Jon Mosier
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Emergency Contact cont.
Accounting /Reporting
Issues

Jennifer Crandall
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Common Questions & Answers - General

Q. Who is TouchPay?

A. TouchPay provides self-service automated payment portals for individuals to pay court-related costs via a Kiosk, Telephone IVR or Web.

Q. What are the different ways to pay Courts-related costs?

A. Kiosk, Telephone IVR, or Web

Q. Are the Funds deposited immediately?

A. All payments are funded in Real Time – Within minutes the money is available to the Courts.

Q. Did my payment post or I didn't receive a confirmation number?

A. All good/authorized transactions are assigned a confirmation number.

If a customer didn't receive a confirmation number the transaction was most likely declined. To verify a valid transaction login to <https://TouchPaydirect.net/kiosk/login.aspx> run Transaction Report or call Customer Service at 1-800-720-6817.

Q. How do I know if the money was deposited to the correct account?

A. Every transaction requires the customer to verify their name and unique ID number in order to complete the transaction.

Q. How can I find more information on TouchPay?

A. You can visit TouchPay's website at www.TouchPaydirect.com

Q. When I called my bank the transaction states it is pending, was it processed?

A. If a customer received a confirmation number then the transaction was approved and processed. Even though a bank might consider this transaction pending because it hasn't settled yet, Touchpay considers it a valid transaction. **There are no PENDING transactions, only approved or declined.**

Common Questions & Answers - Kiosk

Q. If I didn't get a receipt from the Kiosk, how do I know that my payment funded the appropriate account?

A. Generally all good/authorized Kiosk transactions will generate a receipt. To verify login to <https://TouchPaydirect.net/kiosk/login.aspx> and run a Transaction Report.

Q. Why did I not receive a receipt from the Kiosk?

A. Incomplete transaction

A. Printer out of receipt paper

A. Receipt paper jam. Call Customer Service at 1-800-720-6817.

Q. Why is the screen black?

A. Check to make sure the electrical power cord is plugged into the electrical outlet on the wall and securely in place at the back of the kiosk.

Q. Why can't I get past the start screen?

A. Check the data cable and make sure it is securely connected to the wall outlet and to the back of the kiosk.

Q. Why can't I use my credit card to make a deposit?

- A. Check for foreign objects obstructing the insert slot to the credit card reader.
- A. Customer chose Cash at the payment screen, not Credit Card.

Q. Why can't I insert a bill into the kiosk?

- A. Check for torn bills jammed in the intake slot of the bill validator.
- A. Bill validator unable to accept due to poor bill condition
- A. Bill is counterfeit.
- A. Customer chose Credit at the payment screen, not Cash.

Q. Why can't I get past the start screen?

- A. Data cable isn't connected securely
- A. Temporary network outage

Q. Does the Kiosk give change?

- A. No

Q. What forms of Cash are accepted at the Kiosk?

- A. Bills no coinage. - \$1, \$5, \$10, \$20, \$50, \$100.

Q. What forms of Credit are accepted at the Kiosk?

- A. Visa and MasterCard Credit/Check Cards

Common Questions & Answers – Telephone IVR & Web

Q. How do I make a payment on the web?

- A. To make a payment on the web login <http://payments.TouchPaydirect.net/>
You will need the Facility Locator No. & Transaction ID Number.

Q. How do I make a payment by phone?

- A. To make a payment by phone use TouchPay Telephone IVR 1– (866) 232-1899.
You will need the Facility Locator No. & Transaction ID Number.

Q. Does the Telephone IVR & Web work the same as the Kiosk?

- A. Yes, all payments are funded in Real Time – Within minutes the money is available to the Courts.

Q. How does a customer get help for an on-line transaction?

- A. Please contact TouchPay Customer Service for assistance at 1-800-720-6817.

Q. How do I know the transaction was completed over the Telephone IVR?

- A. All successful transactions receive a confirmation number.

Q. How do I know the transaction was completed via the Web?

- A. All successful transactions receive a confirmation number or an email receipt.

Q. What forms of Credit are accepted over the Telephone IVR or Web?

- A. Visa and MasterCard Credit/Debit Cards

TouchPay Web Sites

TouchPay Main Web Site - <http://www.TouchPaydirect.com/>

TouchPay Reporting - <https://TouchPaydirect.net/kiosk/login.aspx>

TouchPay Web Portal - <http://payments.TouchPaydirect.net/>

Exhibit D
Gray Hawk Guaranteed Payment Policy

1. **Services.** Subject to the policy stated in this Section 2 of Exhibit D, Gray Hawk will process credit card, debit card, electronic check (ACH) and cash payments from Users who wish to fund designated accounts.
2. **Policy.** When a User makes a payment transaction using credit card, debit card, electronic check (ACH) or cash payment into the Gray Hawk payment system, Gray Hawk will authorize or decline the transaction. Upon authorization, these funds will be immediately available for use by the recipient designated by the User. Gray Hawk will guarantee the delivery to Client of all funds from authorized transactions within 4 business days to allow for a fund-clearing period from the merchant account processors. However, on an account by account basis, Gray Hawk reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method or card.
3. **Purpose.** Gray Hawk provides this guaranteed payment policy for its clients to facilitate the convenient, immediate use of these funds in order to provide better service for clients. Gray Hawk can only accomplish its guarantee with a stringent control system and adherence to strict account oversight to enable means of recovering fraudulent transactions and the collection of bad debt. Thus, Gray Hawk will require assistance from Client with collection and recovery procedures.
4. **Collection and Recovery Process.** Client will assist Gray Hawk in using all available avenues and remedies to collect and recover funds, including but not limited to those set forth in this Section 4 of Exhibit D. Upon receipt of a charge-back from a financial institution and upon Gray Hawk's request, Client will:
 - 4.1. At Gray Hawk's option, block the trust, commissary or inmate telephone account;
 - 4.2. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a \$25 collection or insufficient funds fee;
 - 4.3. Only accept new funds into a blocked account if the depositor acknowledges that new funds will be first be used to pay off the delinquent account; and
 - 4.4. Use all remedies at the parties' disposal to pursue collection of fraudulent transactions directly from the depositor; provided, however, that Gray Hawk shall be responsible for all costs and expenses of such collection efforts.
5. **Miscellaneous.** Gray Hawk's performance under this guaranteed payment policy is subject to Client and relevant third parties providing the following support:
 - 5.1. Cooperate with Gray Hawk to recover fraudulent transactions and bad debt, including but not limited to providing account information, account balances, adhering to conditions regarding blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
 - 5.2. For self-release transactions, in addition to the foregoing, the account trustee agrees to work with the county clerk and county court, as applicable to provide assistance in collection and recovery processes. These collection processes for fraudulent transactions will include but are not limited to putting a stop on the return of self-release funds upon an offender's court appearance, or if the offender has had self-release funds already returned, assist in the apprehension, prosecution, and restitution of the appropriate third parties.

Exhibit E
Payment and Fees

User Fees:

Gray Hawk will charge Users fees according to the following schedule.

All Non-Bailment Related Payments: Maximum amounts accepted are \$9995.00, including User Fees		
<u>Amount of Net Deposit</u>	<u>Fee Per Cash or Cash Equivalent Transaction</u>	<u>Fee Per Debit or Credit Card Transaction</u>
<\$10.00	N/A	N/A
≥\$10.00 - <\$20.00	\$3.95	
≥\$20.01 - ≤50.00	\$6.95 (Credit or Debit: \$25.00 Minimum Deposit)	
≥\$50.01 - ≤100.00	\$8.95	
≥\$100.01 - ≤\$9,488.00	\$10.95 + \$5.00 for every \$100.00, or portion thereof, > \$100.00	
>\$9,488.00	N/A	

By way of example but not as a limitation, a User who makes a deposit of \$20.00 to an inmate trust account would be assessed a User Fee of \$3.95 for a total charge of \$23.95.

Self-Release, Cash Bond, Bail ("Bond-Outs") Payments
The greater of \$50.00 or 12.5% of the bond amount

By way of example but not as a limitation, a User who makes a deposit for the purpose of self-release or cash bond of \$750.00 would be assessed a User Fee of \$93.75 for a total charge of \$843.75.

Gray Hawk offers inmates the ability to self-bond using the ezPay countertop terminal. Family and friends may also post bond using one of the automated payment solutions – Kiosk, IVR, or Web. When a facility processes bail/bond payments using any of the payment portals, certain rules may apply.

- For any single credit/debit card transaction >\$5000.00, the payer must sign a credit/debit card authorization form (Appendix A), present a valid credit/debit card, and provide a valid government issued photo ID with their current address.
- For bail deposits >\$10,000.00, the depositor must complete Internal Revenue Service Form 8300 attached hereto as Appendix B. This form requires the person to present a valid government issued photo ID with their current address, social security number/tax identification number. Please see.

Optional Release Card Pricing

<u>Release Settlement Payments</u>	<u>Amount Due upon Release</u>	<u>Fee Per Stored Value Card Issued upon Release</u>
<u>Prepaid Stored Value Cards</u>	≤ \$20.00	\$0.00
	> \$20.00	\$6.00

Appendix A

TOUCHPAY

I, _____ hereby certify that I am the legal account holder of the
Visa/Mastercard _____ and am authorized to make the
following
transaction:

Description:	Touchpay Bail Payment
Transaction Date:	
Order ID:	
Inmate ID:	
Card Number:	
Visa/ MasterCard:	
\$\$ Amount:	
Billing Information:	
Name:	
Address:	
City/State/Zip:	
Telephone Number:	

Authorization

I, _____ do hereby understand and authorize TouchPay to charge my
credit or check card for the amount entered plus a convenience fee.

By signing below, I hereby certify that I agree that the origination of this credit or check card transaction
complies with the provisions of U.S. laws and Visa/Mastercard regulations. I agree to be held responsible
to the fullest extent in the event that this credit or check card is rejected or charged back.

Signature

Date

Printed Name

Social Security Number

**Please fax back completed form to #817-230-4837 including a front and back
copy of the credit/check card and a copy of a valid photo id.**

Appendix B

IRS Form **8300**

(Rev. March 2008)
OMB No. 1545-0002

Department of the Treasury
Internal Revenue Service

Report of Cash Payments Over \$10,000 Received in a Trade or Business

▶ See instructions for definition of cash.

▶ Use this form for transactions occurring after March 31, 2008. Do not use prior versions after this date.

For Privacy Act and Paperwork Reduction Act Notice, see page 5.

FinCEN Form **8300**

(Rev. March 2008)
OMB No. 1506-0018
Department of the Treasury
Financial Crime
Enforcement Network

1 Check appropriate box(es) if: a ☐ Amends prior report; b ☐ Suspicious transaction.

Part I Identity of Individual From Whom the Cash Was Received

2 If more than one individual is involved, check here and see instructions ☐

3 Last name 4 First name 5 M.I. 6 Taxpayer identification number

7 Address (number, street, and apt. or suite no.) 8 Date of birth (see instructions) M M D D Y Y Y Y

9 City 10 State 11 ZIP code 12 Country (if not U.S.) 13 Occupation, profession, or business

14 Identifying document (ID) a Describe ID b Issued by c Number

15 If this transaction was conducted on behalf of more than one person, check here and see instructions ☐

16 Individual's last name or Organization's name 17 First name 18 M.I. 19 Taxpayer identification number

20 Doing business as (DBA) name (see instructions) Employer identification number

21 Address (number, street, and apt. or suite no.) 22 Occupation, profession, or business

23 City 24 State 25 ZIP code 26 Country (if not U.S.)

27 Alien Identification (ID) a Describe ID b Issued by c Number

28 Date cash received 29 Total cash received 30 If cash was received in more than one payment, check here ☐ 31 Total price if different from item 29

32 Amount of cash received (in U.S. dollar equivalent) (must equal item 29) (see instructions):

a U.S. currency \$.00 (Amount in \$100 bills or higher \$.00)

b Foreign currency \$.00 (Country ▶)

c Cashier's check(s) \$.00 Issuer's name(s) and serial number(s) of the monetary instrument(s) ▶

d Money order(s) \$.00

e Bank draft(s) \$.00

f Traveler's check(s) \$.00

33 Type of transaction

a ☐ Personal property purchased f ☐ Debt obligations paid

b ☐ Real property purchased g ☐ Exchange of cash

c ☐ Personal services provided h ☐ Escrow or trust funds

d ☐ Business services provided i ☐ Bail received by court clerks

e ☐ Intangible property purchased j ☐ Other (specify in item 34) ▶

34 Specific description of property or service shown in 33. Give serial or registration number, address, docket number, etc. ▶

35 Name of business that received cash 36 Employer identification number

37 Address (number, street, and apt. or suite no.) Social security number

38 City 39 State 40 ZIP code 41 Nature of your business

42 Under penalties of perjury, I declare that to the best of my knowledge the information I have furnished above is true, correct, and complete.

Signature Authorized official Title

43 Date of signature M M D D Y Y Y Y 44 Type or print name of contact person 45 Contact telephone number

IRS Form 8300 (Rev. 3-2008) Cat. No. 62133B FINCEN Form 8300 (Rev. 3-2008)