

**OFFICIAL PAYMENTS CORPORATION APPLICATION SERVICES
MASTER AGREEMENT NO. D-804**

This Master Agreement No. D-804 ("**Master Agreement**") is entered into by and between the **OFFICIAL PAYMENTS CORPORATION ("OPAY")** and **COUNTY OF WILLIAMSON ("Customer")**.

WHEREAS, OPAY has agreed to provide, and Customer has agreed to accept, the Services (as defined herein) and as more fully described in the Schedules to this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

1.0 AGREEMENT STRUCTURE

1.1 Each Schedule is a Separate Agreement. Each fully-executed Schedule shall be deemed to incorporate by reference all of the terms and conditions of this Master Agreement and shall constitute a separate and binding contract between OPAY or its Affiliate that is the signatory to the Schedule and Customer or its Affiliate that is the signatory to the Schedule. Each of OPAY and Customer is responsible for any breach of this Master Agreement or any Schedule by its Affiliates.

1.2 Affiliates. An Affiliate of either Party may contract for Services by executing a Schedule. Each Affiliate executing a Schedule is agreeing to be bound by the terms and conditions of this Master Agreement. In such case, an OPAY Affiliate shall be deemed to be "OPAY" and a "Party" for purposes of this Master Agreement; and a Customer Affiliate shall be deemed to be "Customer" and a "Party" for purposes of this Master Agreement.

1.3 Precedence. In the event there are any conflicts or any inconsistencies between the terms and conditions of any Schedule and the terms and conditions of this Master Agreement, the terms and conditions of the Schedule shall govern.

1.4 Construction. The Parties each hereby expressly agree that the terms and conditions of this Master Agreement have been the subject of full, active and complete negotiations, and that such terms and conditions shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Master Agreement.

1.5 No Waiver of Sovereign Immunity or Powers. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

2.0 DEFINITIONS Capitalized terms not otherwise defined within the body of this Master Agreement shall have the following meanings set forth in Section 2.0. Where the context of this Master Agreement so requires, the use of the singular includes the plural, and the use of the plural includes the singular.

2.1 "OPAY Expenses" means all reasonable and necessary expenses, which OPAY may incur in rendering the Services at locations other than the Data Centers, including, without limitation, travel time and out-of-pocket expenses relating to air fares, ground transportation, and lodging, plus communication costs which are incurred by OPAY in the fulfillment of this Master Agreement and

Schedules, all in accordance with the Williamson County Vendor Reimbursement Policy a copy of which is attached to this Master Agreement as Exhibit A.

2.2 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

2.3 "Application Services" means the services (other than Professional Services) to be provided by OPAY to Customer, as described in the applicable Schedule and the Documentation.

2.4 "Card Brand" means any entity issuing a payment card to a cardholder, including without limitation, Visa, MasterCard, JCB, Discover and American Express.

2.5 "Card Brand Rules" means the bylaws, rules and regulations promulgated by the Card Brands governing the use of the Card Brand branded cards and networks, including Customer's processing of payments using such cards through the Application Services.

2.6 "Change Order Request Form" means a written statement signed by each of the Parties setting forth the terms of a change order as set forth in Section 5.0.

2.7 "Confidential Information" has the meaning set forth in Section 9.1 of this Master Agreement.

2.8 "Customer System" means the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Customer to access the Application Services.

2.9 "Data Center" means the location where OPAY maintains its equipment and Software to provide the Application Services.

2.10 "Deliverables" means the deliverables set forth and described in the applicable Schedule.

2.11 "Delivered" or "Delivery" means the date upon which the Application Services are ready for testing by Customer.

2.12 "Documentation" means the technical and user manuals describing the Application Services that OPAY customarily delivers or makes available to its customers. Documentation does not include OPAY's advertising and marketing materials.

2.13 "Effective Date" means with respect to this Master Agreement, the last date set forth in the signature block of this Master Agreement.

2.14 "End User" means a customer or a client of Customer who uses the Application Services.

2.15 "End User Data" means the electronic data, files and records of the third party clients or End Users, which are received, processed or stored by OPAY as part of the Application Services.

2.16 "Intellectual Property Rights" means, with respect to a Party, all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of such Party.

2.17 "Party" means each signatory to this Master Agreement and any Schedule.

2.18 **"Production Use"** means any use of the Application Services resulting in actual data being processed in a live production environment.

2.19 **"Professional Services"** means those services identified and described as such in the applicable Schedule. For avoidance of doubt, Professional Services do not include the Application Services.

2.20 **"Schedule"** means a document executed by the Parties which sets forth the Services to be performed.

2.21 **"Services"** means, collectively, the Application Services and the Professional Services.

2.22 **"Software"** means the software owned or licensed by OPAY that is used to provide the Application Services. Software shall not be delivered to Customer, shall remain under the control of OPAY and all Customer rights under this Master Agreement shall be limited to the use of the Application Services described herein.

3.0 SERVICES

3.1 **Application Services.** OPAY agrees to perform the Application Services as more fully described in the applicable Schedule. Customer acknowledges and agrees that, except for the security measures described below which segregate and maintain End User Data independently from all other OPAY customer data, OPAY may provide the Application Services utilizing OPAY's multi-client computing environment. Customer shall use the Application Services only for its internal operations and for providing services to its End Users. Customer will not offer or utilize the Application Services for any third party, including, but not limited to, any downstream correspondents, except as permitted by this Master Agreement and except for third party service providers under a contractual relationship with Customer in connection with the servicing by Customer of its End Users.

3.2 **Documentation.** OPAY shall provide Customer with one copy of its then current Documentation, and when applicable, from time-to-time, provide Customer with updates to such Documentation; provided, however, that OPAY shall not modify the Documentation in a manner which would have a materially adverse effect on Application Services.

3.3 **Security.** OPAY shall at all times implement and maintain commercially reasonable security precautions in accordance with the Security Addendum attached hereto as Exhibit B.

3.4 **Reports.** The type and frequency of reports to be generated and submitted by OPAY to Customer as part of the Application Services shall be set forth in the applicable Schedule.

3.5 **Acceptance.** Except as otherwise provided in the applicable Schedule, Customer shall have thirty (30) days from the date the Application Services have been Delivered in which to inspect and test the Application Services to ensure that the Application Services perform substantially in accordance with the specifications ("**Acceptance**") set forth in the applicable Documentation, the terms of this Master Agreement and applicable Schedule ("**Acceptance Criteria**"). In the event Customer does not, within said thirty (30) days acceptance period, notify OPAY that the Application Services fail to conform to the Acceptance Criteria, or if at any time Customer begins Production Use of the Application Services, then such Application Services shall be deemed accepted and Acceptance shall be deemed to have occurred at the expiration of said thirty

(30) day acceptance period or upon the commencement of Production Use, whichever occurs first. If Customer believes in good faith that the Application Services fail to substantially conform to such Acceptance Criteria, then Customer shall give OPAY written notice setting forth in reasonable detail the reasons why Customer believes the Application Services do not so conform. Once the non-conforming elements of the Application Services have been corrected, Customer shall then have fifteen (15) days to confirm that the re-submitted Application Services substantially conform to the Acceptance Criteria. If the Application Services do not substantially comply with the Acceptance Criteria after such resubmission, then Customer may extend the acceptance period in which case this Section 3.5 shall continue to apply. Notwithstanding anything to the contrary in this Section 3.5, if at any time Customer begins Production Use of the Application Services, then such Application Services shall be deemed accepted and Acceptance shall be deemed to have occurred on the commencement of such Production Use.

3.6 **Professional Services.** OPAY shall provide the Professional Services described in the applicable Schedule at the Professional Services fees and for the term and subject to such further terms and conditions as set forth in the applicable Schedule.

4.0 CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

4.1 **Customer Personnel.** Customer shall designate Customer personnel reasonably qualified by experience and expertise to interface with OPAY's personnel and to participate in and perform Customer's obligations under this Master Agreement and the applicable Schedule. Customer and its personnel shall cooperate with OPAY's reasonable requests for assistance and information in order to facilitate the performance of the Services in accordance with this Master Agreement and the applicable Schedule, including without limitation, granting OPAY access to the Customer System and system data reasonably necessary for OPAY's performance of the Services. If any Customer personnel who has been authorized by Customer to have access to OPAY login credentials used in conjunction with the Application Services becomes no longer authorized by Customer to have such access, then Customer shall be responsible for terminating the access rights of such Customer personnel.

4.2 **Customer Equipment.** Customer, at its cost and expense, shall be responsible to purchase or otherwise obtain the Customer System. Customer shall maintain the Customer System and network infrastructure as specified in the Documentation.

4.3 **Customer Records.** Customer shall maintain adequate records of End User Data and transactions that are transmitted by Customer to OPAY in order to facilitate the reconstruction of lost or damaged items or data transmitted.

4.4 **Additional Customer Obligations.** Customer shall be responsible for: (i) maintaining the confidentiality of any passwords and account information issued by Customer to its End Users required for access by such End Users to the Application Services; (ii) all acts that occur in connection with its End Users' accounts; (iii) assuring that its End Users receive adequate disclosures of the terms and conditions governing such End Users' use of the Application Services; (iv) obtaining the right to request, direct and permit OPAY to undertake all actions with

respect to each End User's bank or other financial accounts as may be required for OPAY to perform the Application Services; and (v) all transmissions initiated by such End Users.

4.5 Limited Agency Appointment. Customer appoints OPAY as its limited agent for the sole purpose of receiving payments on Customer's behalf from End Users. Customer agrees that: (1) a payment received by OPAY from an End User constitutes a payment made directly to Customer and fully satisfies the End User's obligation to Customer to the extent of the amount of the payment, and (2) Customer must fulfill its obligations to the End User as if Customer had received the payment directly from the End User. Pursuant to this Master Agreement, OPAY is responsible for remitting to Customer all payments received from End Users on Customer's behalf. Customer acknowledges and agrees that if OPAY does not remit funds received from End Users to Customer pursuant to this Master Agreement, Customer will have recourse only against OPAY and not against the End User.

4.6 Customer represents and warrants to and for the benefit of OPAY that, during the term of this Master Agreement and any applicable Schedule, Customer will not make the Application Services available to any third party that has not executed the applicable Schedule.

5.0 CHANGE ORDER REQUEST FORMS

In the event a Party wishes to change or modify the Services being provided under an existing Schedule, a request must be submitted in writing to the other Party. Upon agreement by the Parties on the modification or change, OPAY shall prepare a Change Order Request Form describing the requested changes or modifications to the applicable Schedule. Neither Party shall incur any obligations with respect thereto, until the Change Order Request Form has been approved by both Parties in writing. All mutually approved Change Order Request Forms shall be deemed and identified as an amendment to the applicable Schedule.

6.0 FEES

6.1 Payment of Fees. Customer shall pay to OPAY the fees and OPAY Expenses, without deduction or set-off, as specified in the applicable Schedule. All payments shall be remitted in the currency set forth in the Schedule or, if no currency is specified therein, in United States dollars.

6.2 Disputed Payments. Notwithstanding Section 6.1, Customer shall be entitled to withhold payment to OPAY only for those amounts that are disputed in good faith, but in such case, shall promptly notify OPAY of the amount that Customer so disputes and the reason for disputing such amount. Customer shall, however, within thirty (30) days of the amount coming due, pay that portion (if any) of the amount that Customer does not dispute. Delay by Customer in paying any such disputed portion of an amount shall not be deemed to be a material breach of this Master Agreement or the applicable Schedule by Customer; and the Parties shall use all reasonable efforts to resolve such dispute (including escalating the resolution of such dispute to the executive management of each Party) within ninety (90) days following the date of the disputed amount. If a dispute about the amount remains unresolved after such ninety (90) day period, the Parties agree that either Party may submit the dispute to the American Arbitration Association ("AAA") for expedited

arbitration before a single arbitrator under the AAA Commercial Arbitration Rules and Expedited Procedure Rules. In the event that either Party submits the dispute to the AAA, OPAY will not withhold any Services due to be performed under this Master Agreement or any Schedule. The Parties will equally share all costs of the arbitration assessed by AAA. The arbitration will take place in Naples, Florida.

6.3 Taxes. Customer holds tax exempt status under Texas Law.

6.4 Late Payment. Any late payment of fees is subject to the Texas Prompt Payment Act. To the extent fees are applicable to Customer, payment shall be governed by Chapter 2251 of the Texas Government Code. Accordingly, any invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods or services under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson county Auditor receives an invoice for the goods or services. Any late payment of fees shall accrue interest at the rate of one percent (1%) per month.

7.0 LIMITED REPRESENTATIONS AND WARRANTIES

7.1 Authority. Each Party hereby represents and warrants to the other Party as follows: (i) such Party is an entity duly formed, organized and existing in good standing in such Party's state of formation; (ii) such Party has full power and all requisite legal and entity authority to enter into this Master Agreement and the Schedules; and (iii) such Party's execution, delivery, and performance of this Master Agreement and the Schedules shall not constitute (1) a violation of any judgment, order, or decree; (2) a material default under any material contract by which such Party or any of its material assets are bound; or (3) an event that would, with notice or lapse of time, or both, constitute such a default.

7.2 Applications Services Warranty. OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, at all times during the term of the applicable Schedule, the Application Services shall be performed in all material respects with the specifications set forth in the Acceptance Criteria (each such failure an "Application Services Error"). OPAY specifically does not warrant that the Application Services will satisfy, or may be customized to satisfy, all of Customer's requirements or that the use of the Application Services will be uninterrupted or error free. The foregoing limited warranties of this Section 7.2 are conditioned upon Customer monitoring the results of the Application Services and providing notice of Application Services Errors to OPAY promptly after Customer becomes aware (or should have become aware) of such Application Services Error; and providing to OPAY that information in Customer's possession or control that may be reasonably necessary to assist OPAY in resolving the Application Services Error, including information to assist OPAY to recreate the Application Services Error.

7.3 Professional Services Warranty. OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, any Professional Services provided by OPAY shall be performed in a professional and workmanlike manner by personnel reasonably qualified by experience and education to perform such Professional Services and substantially in accordance with the

applicable Schedule. If OPAY fails to perform the Professional Services as warranted and Customer reports such failure to OPAY within ten (10) days after completion of such Professional Services, then OPAY shall, at its expense, re-perform the Professional Services. The foregoing is Customer's sole and exclusive remedy and OPAY's sole liability for breach of the limited warranty in this Section 7.3.

7.4 Exclusions. OPAY shall have no obligation under this Master Agreement or any Schedule to correct, and OPAY makes no warranty with respect to, Application Services Errors caused by or related to: (i) Customer's negligence, (ii) Customer's use of the Application Services in a manner inconsistent with the Documentation, this Master Agreement, or the applicable Schedule, (iii) malfunction, modification or relocation of Customer System, (iv) failures or errors by Customer's operators or End Users, (v) Customer's failure to comply with Sections 4.1 and 4.2 of this Master Agreement or (vi) failure of data supplied by Customer to conform to the applicable formats of OPAY. In the event any of the errors listed in the immediately preceding sentence occur, OPAY shall have the right to charge Customer for any Services performed at the request of Customer to correct such errors on a time and materials basis at its then-current rates and for any OPAY Expenses incurred in connection with such Services.

7.5 Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7.0, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, TO THE OTHER PARTY OR ANY THIRD PARTY WITH RESPECT TO THE SOFTWARE AND ANY SERVICES PROVIDED UNDER THIS MASTER AGREEMENT OR ANY SCHEDULE. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

8.0 LIMITATION OF LIABILITY

8.1 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE SERVICES OR SOFTWARE, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS MASTER AGREEMENT OR ANY SCHEDULE (INCLUDING, BUT NOT LIMITED TO, BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE THE LAW MAY REQUIRE SUCH LIABILITY) AND WHETHER OR NOT SUCH PARTY OR ITS RESPECTIVE AFFILIATES SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

8.2 LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 9.0, CONFIDENTIALITY, OR A CLAIM UNDER SECTION 11.0, INDEMNIFICATION, THE TOTAL CUMULATIVE LIABILITY OF OPAY AND ITS AFFILIATES FOR ALL DIRECT DAMAGES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS MASTER AGREEMENT, ANY SCHEDULE, EXHIBIT OR CHANGE ORDER REQUEST FORM, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CUSTOMER AND END USER TO OPAY UNDER THE APPLICABLE SCHEDULE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 8.2 SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CUSTOMER UNDER THIS MASTER AGREEMENT OR THE APPLICABLE SCHEDULE HAS FAILED OF ITS ESSENTIAL PURPOSE.

8.3 Allocation of Risk. Customer and OPAY expressly acknowledge and agree that the limitations and exclusions contained in Section 8.0 have been the subject of active and complete negotiations between the Parties and represent the Parties' agreement as to the allocation of risk between the Parties based upon the level of risk to OPAY and Customer associated with their respective obligations under this Master Agreement, the applicable Schedules, Exhibits and Change Order Request Forms. The fees payable to OPAY in connection with the applicable Schedules, Exhibits and Change Order Request Forms reflect this allocation of risk and the limitation and exclusion of damages set forth in Section 8.0. The Parties acknowledge that, but for the limitations and exclusions set forth in Section 8.0, the Parties would not have entered into this Master Agreement or any Schedule.

8.4 Third Parties. This Master Agreement and Schedules are made solely between OPAY and Customer and are not intended for the benefit of any third party or class of third parties, whether or not identified herein. In no event shall OPAY be liable to End Users or any third party under this Master Agreement, the Schedules or otherwise, regardless of the form of claim or action, whether in contract, tort or otherwise. Such liability to third parties hereby is expressly disclaimed and limited to the maximum extent permitted by applicable law for damages, whether direct, indirect, incidental, consequential, special or punitive, arising from the use of the Services.

9.0 CONFIDENTIALITY

9.1 Definition. "Confidential Information" means all proprietary or confidential information of the Parties, their respective Affiliates, and End Users which is (i) designated in writing as such, (ii) by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential, (iii) information that is imparted orally to the other Party that, at the time of imparting, is orally designated as confidential, (iv) all Software, Documentation and Deliverables, and (v) all End User Data. The presence of a copyright notice on any Confidential Information shall not constitute publication or otherwise impair the confidential nature thereof. The Parties acknowledge and agree that this Master Agreement

and any Schedules, Exhibits and Change Order Request Forms are considered Confidential Information subject to the restrictions contained herein.

9.2 Obligations. Each Party receiving Confidential Information (the “**Receiving Party**”) shall use the Confidential Information disclosed by the other Party (the “**Disclosing Party**”) solely for the purposes of performing its obligations under this Master Agreement and Schedules and shall disclose such Confidential Information only as specifically authorized in Section 9.3. Each Party shall exercise at least the same degree of care to carry out its obligations under this Section 9.2 and to protect the confidentiality of the other Party’s Confidential Information which it exercises to protect the confidentiality of its own similar Confidential Information, but in no event less than reasonable care. Receiving Party shall not remove any confidentiality, copyright, or similar notices or legends from the Confidential Information of the Disclosing Party. Notwithstanding any provision to the contrary in Section 9.0, it is understood and agreed that OPAY’s obligations to prevent unauthorized access by third parties to End User Data are exclusively set forth in Section 3.3 of this Master Agreement and that any failure or alleged failure to meet any such obligations specifically shall not be deemed to be a breach of Section 9.0.

9.3 Restrictions. Notwithstanding Section 9.2, Receiving Party shall not disclose Confidential Information of Disclosing Party, except to its employees, consultants or any third party having a legitimate business purpose with respect to this Master Agreement and any Schedules, Exhibits or Change Order Request Forms and having a need to know such Confidential Information. Prior to permitting access to the Confidential Information, Receiving Party shall inform such employees, consultants or any third party of the confidential nature of the Confidential Information and shall execute written agreements with its consultants or other third parties in form and substance reasonably acceptable to the Disclosing Party sufficient to enable it to comply with all the provisions of Section 9.0. Such Receiving Party shall be responsible for any breach by its employees, consultants or third parties of the obligations of Receiving Party set forth in Section 9.0.

9.4 Breach of Confidentiality. If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of Section 9.0, or if any third party obtains any Confidential Information through Receiving Party’s breach of its obligations under Section 9.0, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party’s name and at Receiving Party’s expense. Each Party acknowledges that the other Party’s Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of Section 9.0 shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

9.5 Exclusions. Notwithstanding anything to the contrary in Section 9.0, Confidential Information shall not include information which: (i) was already known to Receiving Party at the time of disclosure by Disclosing Party, and Receiving Party was under no obligation of confidentiality with respect to such information; (ii) is disclosed to Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Receiving Party has become, generally available to the public; or (iv) is independently developed by Receiving Party without access to, or use of, Disclosing Party’s Confidential Information. In addition, Receiving Party shall be allowed to disclose Confidential Information of Disclosing Party to the extent that such disclosure is: (i) approved in writing by Disclosing Party; (ii) necessary for Receiving Party to enforce its rights under this Master Agreement, Schedules, Exhibits and Change Order Request Forms in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that, to the extent it is legally permitted to do so, Receiving Party notifies Disclosing Party of such required disclosure promptly and in writing and cooperates with Disclosing Party at Disclosing Party’s reasonable request and expense in any lawful action to contest or limit the scope of such required disclosure. Additionally, unless otherwise expressly agreed to the contrary in writing prior to its disclosure, Receiving Party shall be free to use any “**residuals**” resulting from access to Disclosing Party’s Confidential Information. The term “**residuals**” means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including any ideas, concepts, know-how, or techniques contained in Disclosing Party’s Confidential Information. Receiving Party shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of such residuals. However, the foregoing shall not be deemed to grant to Receiving Party a license under the Disclosing Party’s copyrights or patents.

10.0 INTELLECTUAL PROPERTY RIGHTS

10.1 Exclusive Property. Each Party acknowledges that the Confidential Information of the other Party, as well as all related trademarks, logos, other names or markings identifying the Confidential Information, and other Intellectual Property Rights of the other Party, are and shall remain the exclusive property of the other Party, whether or not protected under applicable intellectual or property laws. Without limiting the generality of the preceding sentence, Customer shall not acquire any Intellectual Property Rights in or to any Software, Documentation, Deliverables, or work processes.

10.2 Ownership. OPAY or its licensors shall own all Intellectual Property Rights in any copy, translation, modification or adaptation of the Software, Documentation, Deliverables, or work processes, or development based thereon, which may be created by or for OPAY, or by or for Customer. If, by operation of law, Customer is deemed to possess any rights in such items, then Customer hereby assigns such Intellectual Property Rights to OPAY or its licensors. To the extent Customer’s rights are inalienable under applicable law, Customer hereby waives such rights and, if such waiver is deemed invalid, grants to OPAY, its licensors and their designees the exclusive, irrevocable,

perpetual, worldwide, royalty free right to use, market, modify and grant licenses to such items without identifying Customer or seeking Customer's consent. Each Party agrees not to take any action that interferes with said Intellectual Property Rights of the other Party or attempt to copyright or patent any portion of the other Party's property or register or attempt to register any trademark, service mark, trade name, or company name which is identical or confusingly similar to said marks, names, or markings.

11.0 [Intentionally Omitted]

12.0 INSPECTION AND AUDIT

12.1 Regulatory Access and Audit. OPAY shall provide access to the Application Services to Customer or applicable state or federal agencies with jurisdiction over Customer for purposes of an authorized audit, provided the representatives of the applicable state or federal agencies strictly observe OPAY's security procedures and strictly comply with OPAY's confidentiality requirements.

13.0 TERM AND TERMINATION

13.1 Term. This Master Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Schedule or until terminated in accordance with the provisions set forth in this Master Agreement. A Schedule shall be in effect from the effective date of such Schedule and shall continue for the term specified in such Schedule or until terminated in accordance with the provisions set forth in this Master Agreement.

13.2 Termination for Convenience. Customer shall have the right to terminate this Master Agreement or any Schedule for convenience provided that (i) Customer shall not be in material breach of the Master Agreement or any Schedule; and (ii) Customer shall have delivered at least ninety (90) days prior written notice of such termination to OPAY, with such notice to specify the effective date of termination. Customer shall not be entitled to receive any refund of any amounts pre-paid hereunder as a result of Customer's termination in accordance with this Section.

13.3 Termination by Either Party. Either Party may immediately terminate this Master Agreement or any Schedule by giving written notice to the other Party, if the other Party (i) materially breaches any obligations under this Master Agreement or such Schedule and fails to cure such breach within thirty (30) days after the non-breaching Party demands such cure, (ii) violates Section 14.7 of this Master Agreement, (iii) becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, (iv) resolves to wind up business, dissolve, or liquidate, or (v) otherwise ceases to conduct business in the normal course.

13.4 Termination for Regulatory Compliance. OPAY may terminate this Agreement or any applicable Schedule upon reasonable notice to Customer in the event OPAY determines, in its reasonable discretion, that (i) any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any Application Services to fail to materially comply with such law, statute, regulation, rule, order or operating procedure, or (ii) a change in the rules of any financial network used or utilized by the Application Services materially affects OPAY's ability to provide the Application Services.

13.5 Effect of Termination. Upon termination of this Master Agreement, (i) Customer shall immediately cease using the Services under this Master Agreement and any and all Schedules; (ii) OPAY's obligation to provide Services under this Master Agreement and any and all Schedules shall terminate immediately; (iii) each Party shall irretrievably destroy all copies (except as may be contained in back-up files created in the ordinary course of business in accordance with a Party's security and/or disaster recovery procedures that are recycled in the ordinary course of business over a reasonable period of time, which copies shall remain subject to the terms of this Master Agreement as Confidential Information) of Documentation and the Confidential Information of the other Party on tangible media in such Party's possession or control or return such copies to the other Party, and (iv) each Party shall certify in writing to the other Party that it has returned or destroyed such Confidential Information.

13.6 Survival. The following Sections shall survive termination or expiration (where reference is to a Section, all subsections are deemed to be included): 2.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, and 14.0, and any other provisions which by their nature should survive such termination.

14.0 GENERAL PROVISIONS

14.1 Publicity. OPAY and its Affiliates may use Customer's name on its customer lists, and refer to Customer's name as a customer. In addition, Customer and OPAY may publicly announce the execution of this Master Agreement without disclosing its specific content. Any other use of Customer's name in a press release or other promotional material shall be subject to Customer's consent.

14.2 Severability. If a court of competent jurisdiction holds any provision, or part of any provision, of this Master Agreement or any Schedule to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this Master Agreement or such Schedule. Any such holding shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this Master Agreement or such Schedule.

14.3 Remedies. Except as specifically provided, the Parties' rights and remedies under this Master Agreement and any Schedule are cumulative. If any legal action is brought to enforce this Master Agreement or any Schedule, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses.

14.4 Waivers and Modifications. All waivers must be in writing. Any waiver or failure to enforce any provision of this Master Agreement or any Schedule on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. This Master Agreement and any Schedule may be amended only by a written document signed by duly authorized representatives of each Party.

14.5 Force Majeure. Any delay in or failure of performance by either Party under this Master Agreement or any Schedule, Exhibit or Change Order Request Form, other than a failure to pay amounts when due, shall not be considered a breach of this Master Agreement or such Schedule, Exhibit or Change Order Request Form and shall be excused to the extent caused by any occurrence beyond the reasonable control of such Party. Such acts shall include, but not be limited to, fortuitous events and

acts of God; wars, riots, terrorism and insurrections; laws, decrees, ordinances and governmental regulations; strikes and lockouts; transportation stoppages or slowdowns; and floods, fires and explosions. Notwithstanding the foregoing, if such act or condition beyond the reasonable control of such Party continues for a period of 180 days or more, the unaffected Party may, on notice to the Party affected, terminate this Master Agreement or the applicable Schedule, and neither Party shall have any further obligation to the other save for those provisions hereunder which, by their terms, survive the termination of this Master Agreement or such Schedule.

14.6 Relationship of Parties. Except for the limited agency relationship set forth in Section 4.5, the Parties are independent contractors. Nothing in this Master Agreement or in any Schedule shall be deemed to create an employment, partnership, fiduciary or joint venture relationship between the Parties.

14.7 Assignment. Customer may not assign, pledge or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) this Master Agreement or any Schedule or any rights or obligations under this Master Agreement or any Schedule without the prior written consent of OPAY, such consent to be exercised in the sole discretion of OPAY. OPAY may assign, in whole or in part, any of its rights and interests (including its right to receive payment) and its obligations under this Master Agreement or any Schedule to an Affiliate, to any entity which acquires all or substantially all of the stock or assets of OPAY or to a third party, in each case without Customer's consent. Any attempt to assign this Master Agreement or any Schedule other than as permitted above shall be void.

14.8 Use of Consultants. Customer acknowledges that OPAY may use consultants, subcontractors, or employees or consultants of its Affiliates, to perform some of its obligations under this Master Agreement or any Schedule; provided, however, that OPAY shall remain ultimately responsible for their performance.

14.9 Notices. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Master Agreement shall be in writing and in English to the address set forth below, provided by one or more of the following means and deemed to have been duly given: (i) if delivered personally, when received; (ii) if delivered by certified or registered mail (postage prepaid and return receipt requested), when received; (iii) if transmitted by facsimile (to those for whom a facsimile number is set forth below), on the date of receipt of the transmission confirmed by receipt of a transmittal confirmation; or (iv) if delivered by courier service, on the third business day following the date of deposit with such courier service. Either Party may change its address by giving notice as provided herein of the new address to the other Party.

To OPAY: Official Payments Corporation
6060 Coventry Drive
Elkhorn, Nebraska 68022
Attention: Contracts Administration

To Customer: County of Williamson
710 South Main Street, Suite 102
Georgetown, Texas 78626
Attention: Contracts Administration

For purposes of Section 3.3:

18 March 2018
KST/alk
Q-643282, Q-663386
version dated 23 January 2018

To OPAY: Official Payments Corporation
3520 Kraft Road
Suite 300
Naples, Florida 34105
Attention: SVP Information Security

To Customer: County of Williamson
710 South Main Street, Suite 102
Georgetown, Texas 78626
Attention: Contracts Administration

14.10 Successors and Assigns. All provisions of this Master Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of OPAY and Customer.

14.11 English Version Controls. This Master Agreement and all Schedules shall be executed in their English-language version. In the event such documents are also executed in a local-language version, the English-language version shall apply in the event of any discrepancies.

14.12 Commencement of Action. Except for actions for nonpayment, no Party may commence an action under this Master Agreement or any Schedule more than one (1) year after the occurrence of an event of default, or in the event such default is not discoverable by the injured Party when it has occurred, more than one (1) year after such default could, and in the exercise of due diligence, would have been discovered.

14.13 Entire Agreement. This Master Agreement and Schedules constitute the entire agreement between the Parties regarding this matter, and they supersede all prior discussions or agreements related to the same. Any amendments shall only be effective upon signature by both Parties. Should Customer utilize a purchase order (or other form which includes additional terms and conditions), any additional terms and conditions in such document shall not bind OPAY, unless such additional terms and conditions have been expressly acknowledged in writing by OPAY in a Schedule or amendment as overriding the terms and conditions of this Master Agreement or any Schedule.

14.14 Non-Solicitation. During the term of this Master Agreement and for a period of one (1) year thereafter, Customer agrees not to hire or retain, either as an employee or as or through a consultant, any employee of OPAY without the prior written consent of OPAY. In the event Customer violates the terms of this Section 14.14, Customer shall pay to OPAY as liquidated damages for such breach an amount equal to two (2) times the individual's then current annual salary.

14.15 Headings. The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation thereof.

14.16 Counterparts. This Master Agreement and any Schedule may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Master Agreement or Schedule (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file shall be sufficient to bind the Parties to the terms and conditions of this Master Agreement or Schedule.

14.17 Third Party Beneficiaries. This Master Agreement and the Schedules are entered into solely between, and may be enforced only by, Customer and OPAY. This

Master Agreement and any Schedule shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including without limitation employees, vendors and clients of either Party, or to create any obligations of either Party to any such third parties.

14.18 Further Assurances. Each Party covenants and agrees that, subsequent to the execution and delivery of this Master Agreement and Schedules and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of such Master Agreement or Schedule.

14.19 Compliance with Laws. Each Party agrees to comply with all laws, regulations and Card Brand Rules applicable to such Party.

14.20 Compliance with Export Controls. Customer will not export, re-export, divert, transfer, or disclose, directly or indirectly, or allow the use of, any Application Services or Documentation, or any direct product thereof in violation of applicable United States export control requirements. Without limiting the generality of the immediately preceding sentence, Customer will not: (i) re-export the Application Services or Documentation to, or allow the use of the Application Services or Documentation by, an unauthorized or prohibited destination; (ii) transfer the Application Services or Documentation to, or allow the use of the Application Services or Documentation by, any person or firm listed on the United States government's lists of prohibited and restricted parties; or (iii) transfer, use or permit or authorize the use of the Application Services or Documentation in any unauthorized end-use (i.e. activities related to the proliferation of weapons of mass destruction). The obligations of this Section 14.20 will survive termination of this Master Agreement.

14.21 Governing Law and Jurisdiction. This Master Agreement and any Schedule shall be governed by and interpreted under the laws of the State of Texas without regard to any provisions of Texas law which would require the application of the substantive law of another jurisdiction. Any dispute, controversy or claim arising out of, or relating to, this Master Agreement or any Schedule, or the existence, validity, breach, or termination hereof, whether during or after its term, shall be submitted for resolution in the courts of Williamson County, Texas; and the Parties hereby irrevocably consent to the jurisdiction of such courts. Notwithstanding the foregoing, either Party may seek injunctive relief against the other Party from any other judicial or administrative authority pending the resolution of such controversy or claim. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS MASTER AGREEMENT OR OTHERWISE RELATED TO THIS MASTER AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

14.22 Mitigate Damages. Each Party shall use all diligent efforts to mitigate its damages, losses and expenses under this Master Agreement and any Schedule.

15.0 NACHA RULES/OBLIGATION OF THE PARTIES

15.1 Obligations. Unless otherwise defined in this Master Agreement, capitalized terms contained in Section

15.0 shall have the meanings provided in the National Automated Clearing House Association ("**NACHA**") Rules ("**NACHA Rules**"). In consideration of and as an express condition precedent to the furnishing of ACH services as part of the Services by OPAY to Customer, including preceding the origination of any Entry on behalf of Customer or its End Users, Customer hereby expressly acknowledges and agrees to all of the following:

(a) The Customer is required to and shall understand and comply with the NACHA Rules. Copies of the NACHA Rules may be obtained through NACHA.org.

(b) As more fully described below, Customer hereby authorizes OPAY and its ODFI to originate Entries on behalf of Customer and End Users to Receivers' accounts.

(c) Customer agrees that it shall initiate credit and debit Entries pursuant to the terms of this Master Agreement and the applicable Application Services Schedule and only in accordance with the Rules and the laws of the United States.

(d) Customer shall comply at all times with the laws of the states where Customer does business, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("**OFAC**"), and the Rules.

(e) OPAY and its ODFI shall have the right to audit Customer's compliance with this Master Agreement and the NACHA Rules.

(f) UCC Article 4A Disclosure. With respect to any non-consumer credit Entries processed hereunder, Customer expressly acknowledges and agrees: (i) the Entry may be transmitted through the ACH; (ii) credit given by the RDFI to the Receiver for the Entry is provisional until RDFI has received proof of final settlement through a Federal Reserve Bank or has otherwise received payment as set forth in 4A-403(a) of the UCC Article 4A; and (iii) the RDFI is entitled to receive a refund from the Receiver in the amount of the credit to the Receiver's account if the RDFI does not receive such payment for the Entry, and Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

(g) OPAY may immediately terminate this Master Agreement or the applicable Schedule without advance notice if it reasonably believes that (i) Customer has failed to comply with any provision of the NACHA Rules, or any statutory or regulatory enactment; (ii) Customer's financial condition has substantially deteriorated; or (iii) continuation of this Master Agreement or the applicable Schedule will expose OPAY to undue risk of loss. Any termination of this Master Agreement or the applicable Schedule under Section 13.2 shall not affect either Party's obligations arising with respect to Entries settled prior to such Termination.

15.2 Service or Transaction Delays. In addition to failures or delays caused by a force majeure event as set forth in Section 14.5, OPAY shall be excused from failing to transmit or delay in transmitting any Entry if such transmittal would result in OPAY's violating any provision of any risk control program of OPAY (including but not limited to Customer's ACH Exposure limit), the NACHA Rules, or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority or of any state in which OPAY does business or such transmission is or was to take place. Customer expressly acknowledges and agrees that OPAY has the right to: (i) review and monitor Customer's ACH transactions hereunder; (ii) limit the

number or amount of Entries processed for Customer hereunder; and (iii) discontinue ACH processing based on OPAY's reasonable assessment of (1) the risk posed to OPAY from such processing; or (2) the termination of its relationship with its correspondent ACH transaction processing provider (Deutsch Bank Trust Company Americas or other correspondent ACH processor).

15.3 Transfer Deadline. Any inbound or outbound transfer initiated on any bank processing day (excludes Saturdays, Sundays or bank holidays) prior to OPAY's transfer deadline (5:00 p.m. EST) will be executed on that banking day. Inbound or outbound transfers initiated after OPAY's transfer deadline or on a day that is not a bank processing day will be executed on the next available bank processing day. Transfer deadlines (cut-off times) are subject to change based upon changing business needs, banking requirements and regulatory constraints.

15.4 Debits to Accounts for Transfers. The Customer hereby authorizes OPAY and its correspondent ACH transaction processing provider to debit and credit accounts designated by the End User for all inbound and/or outbound transfers submitted by the End User or the Customer. The Customer shall cause any End User agreements to require the End User maintain in each account good and sufficient funds to cover transfers in or out of such accounts. If sufficient good funds are not maintained in an account to fully cover the transfer, OPAY will have no obligation to perform the ACH Transfer for the End User out of the deficient account. Furthermore, the Customer shall remain responsible for any and all amounts should there be insufficient funds in its End User accounts, and OPAY will not be required to incur any costs or amounts due to insufficient funds or improper transactions involving any of the Customer's member accounts. Customer shall transmit Credit and/or Debit Entries to OPAY in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with this Master Agreement and the NACHA Rules, Customer agrees to regularly monitor its return ratio for transmitted Entries. In those instances when a return is received for a remote ACH debit, the Customer authorizes OPAY and its correspondent ACH transaction processing provider to debit the Customer settlement account when the funds cannot be retrieved from the account of the Customer member.

15.5 Additional Obligations. Notwithstanding anything to the contrary, including any provision of this Master Agreement or any Schedule that would (i) be construed to place liability for the following with OPAY; or (ii) otherwise limit or restrict Customer's liability for any claims or damages, Customer acknowledges and agrees to all of the following:

(a) OPAY shall only be responsible for performing the Services expressly provided for in this Master Agreement or the applicable Schedule, and under no circumstances will OPAY be responsible or liable for any losses incurred by the Customer End Users that in any way relates to the ACH Entries or the Services hereunder (including without limitation any losses due to fraud of any third party). OPAY shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Customer End User, or any

Federal Reserve Financial Institution, ODFI, or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed OPAY's agent.)

(b) Customer agrees to and shall indemnify and hold harmless OPAY and its correspondent ACH transaction processing provider (Deutsch Bank Trust Company Americas or other correspondent ACH processor) from and against any loss, liability, cost or expense (including attorneys' fees and expenses) resulting from any or all of the following: (i) any claim of any person that OPAY is responsible for any act or omission of Customer or any other person described in this Master Agreement, including without limitation any act or omission of Deutsch Bank Trust Company Americas or other correspondent ACH processor with respect to Customer's Entries; and (ii) for any and all ACH transmissions or reversal requests (whether or not successful), and fees incurred as a result of OPAY's performance of the Services hereunder, including as a result of either (i) OPAY or its ACH processor's inability to process a scheduled preauthorized withdrawal due to incorrect, inaccurate or fraudulent information entered by (or at the direction of) the member or the Customer, or (ii) insufficient funds in the target accounts intended for ACH debits. (C) Customer agrees to bear all liability for fines imposed on OPAY by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Customer to comply with the terms of this Master Agreement or the applicable Schedule, the Rules, or any statutory or regulatory enactment. Customer agrees that OPAY may collect such fines from Customer free from any withholding or set-off.

15.6 Third Party Service Providers. In the event Customer is a Third Party Service Provider as defined in the NACHA Rules, Customer, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Master Agreement, for each and every Entry transmitted by Customer as a Third Party Service Provider to a Financial Institution (except for any Entry initiated by Customer as an Originator), Customer represents, warrants and agrees that Customer shall:

(a) perform all of the duties of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the duty to identify Originators;

(b) assume all of the responsibilities of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the responsibilities of ODFIs and Originators;

(c) make all of the warranties of a Third Party Service Provider under the NACHA Rules, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the NACHA Rules;

(d) make all of the representations of a Third Party Service Provider under the NACHA Rules;

(e) assume all of the liabilities of a Third Party Service Provider under the NACHA Rules, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator;

(f) enter into an agreement with each of their Originators that satisfies the requirements in Article II of the NACHA Rules; and

(g) be liable for settlement transactions related to Entries processed through Customer on behalf of its Originators.

In the event OPAY's execution of this Agreement pre-dates Customer's execution, Customer shall return to OPAY only a fully-executed identical copy hereof.

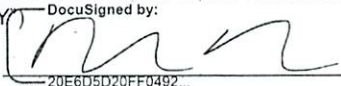
This Agreement is null and void at the discretion of OPAY unless signed by Customer within 14 days of OPAY's execution.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be signed by the duly authorized representatives of OPAY and Customer as specified below:

OFFICIAL PAYMENTS CORPORATION

("OPAY") DocuSigned by:

By:


20E6D5D20FF0492...
(Signature)

David Baxter

(Printed Name)

SVP, Business De

(Title)

Date: 3/19/2018

COUNTY OF WILLIAMSON

("Customer")

By:


(Signature)

DAN A GATTI

(Printed Name)

County Judge

(Title)

Date: 03-28-2018

EXHIBIT A**WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY**

To the extent applicable OPAY agrees to follow the Williamson County Vendor Reimbursement Policy as set forth below.

**Williamson County
Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1. Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2. In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3. Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1. The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2. The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3. No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4. Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5. Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6. The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

- 2.7. The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8. Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9. County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10. Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12. The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1. Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2. Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3. Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4. County will not reimburse for alcoholic beverages.
- 3.5. Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6. No meals purchased for entertainment purposes will be allowed.
- 3.7. Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1. Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2. Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3. Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1. The County will only reimburse up to a coach price fare for air travel.
- 5.2. The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement).
- 5.3. Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4. Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5. The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1. Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2. Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3. Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4. Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5. Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6. Insurance purchased when renting vehicle may also be reimbursed.
- 6.7. Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1. Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2. Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1. Date
 - 7.2.1.2. Destination
 - 7.2.1.3. Purpose
 - 7.2.1.4. Name of traveler(s)
 - 7.2.1.5. Correspondence that verifies business purpose of the expense
- 7.3. The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4. Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7. Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8. When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9. Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10. Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1. Alcoholic beverages/tobacco products
- 10.2. Personal phone calls
- 10.3. Laundry service
- 10.4. Valet service (excludes hotel valet)
- 10.5. Movie rentals
- 10.6. Damage to personal items
- 10.7. Flowers/plants
- 10.8. Greeting cards
- 10.9. Fines and/or penalties
- 10.10. Entertainment, personal clothing, personal sundries and services
- 10.11. Transportation/mileage to places of entertainment or similar personal activities
- 10.12. Upgrades to airfare, hotel and/or car rental
- 10.13. Airport parking above the most affordable rate available
- 10.14. Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15. Auto repairs
- 10.16. Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17. Saunas, massages or exercise facilities
- 10.18. Credit card delinquency fees or service fees
- 10.19. Doctor bills, prescription and other medical services
- 10.20. Hand tools
- 10.21. Safety Equipment (hard hats, safety vests, etc.)
- 10.22. Office Supplies
- 10.23. Lifetime memberships to any association
- 10.24. Donations to other entities
- 10.25. Any items that could be construed as campaigning
- 10.26. Community outreach items exceeding \$2 per item
- 10.27. Technology Fees
- 10.28. Sales tax on goods purchased
- 10.29. Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT B**OPAY SECURITY ADDENDUM****1.0 Security.**

- 1.1 **Standard.** OPAY shall at all times implement and maintain commercially reasonable security precautions, consistent with generally accepted data processing standards in the financial services industry, including without limitation, Payment Card Industry ("PCI") and the standards of ISO 27001, HIPAA, NIST, FFIEC and Gramm-Leach-Bliley Act of 1999, all as applicable to OPAY's performance under the Master Agreement. Notwithstanding anything to the contrary in this Exhibit, the Master Agreement or any Schedule, Customer acknowledges that OPAY is not responsible for the security of End User Data or any other information stored on Customer's servers or any other third party's servers.
- 1.1.1 **PCI-DSS Compliance.** In the performance of the Master Agreement during which OPAY will accept, store, use, process, transmit or have access to payment account, cardholder or transaction data belonging to Customer, OPAY shall (a) comply with the Payment Card Industry Data Security Standard ("PCI-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the Payment Card Industry Security Standards Council, and (b) upon request by Customer and not more than once annually, provide Customer an Attestation of Compliance (AOC) letter, certifying OPAY's compliance with PCI-DSS for purposes of the Master Agreement.
- 1.2 **Security Assessment.** Upon reasonable notice to OPAY and not more than once annually, OPAY will permit Customer and its representatives who have agreed to the confidentiality provisions set forth in Section 9.0 of the Master Agreement, during normal business hours of OPAY, to perform an audit of OPAY's policies, standards and procedures to confirm OPAY's compliance with the standard set forth in Section 1.1 above. It is understood that Customer shall have no right, license or privilege to conduct its own security or intrusion testing of the Application Services without the express written consent of OPAY.
- 1.3 **SSAE Audit.** OPAY will perform, at its expense, a SSAE 16 (Statement of Standards for Attestation Engagements No. 16) – Type 2 at least once per year covering the Application Services. Upon written request of Customer and subject to the confidentiality provisions of Section 9.0 of the Master Agreement, OPAY will provide Customer with a copy of the final report.
- 1.4 **Notification of a Security Incident.** For purposes of the Master Agreement a "Security Incident" shall be any event where (a) a person or device has gained unauthorized access to, or may imminently gain unauthorized access to, End User Data; or (b) any person or device has gained unauthorized access to the Data Center and such unauthorized access may, in OPAY's reasonable judgment, materially affect End User Data. OPAY shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware that (i) a Security Incident involving unauthorized access to End User Data has occurred; or (ii) OPAY has reason to believe any other Security Incident has occurred, notify Customer as provided in Section 14.9 ("Notice") of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed. In the event Customer becomes aware of a Security Incident, Customer shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware of such Security Incident notify OPAY as provided in Section 14.9 ("Notice") of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed.
- 1.5 **Security Incident Response Obligations.** OPAY will perform a diligent investigation of all Security Incidents and will provide Customer with a report of its investigations and findings as soon as reasonably practicable. In addition, for such Security Incidents where any person or device has gained unauthorized access to End User Data, OPAY shall (a) perform a root cause analysis on any Security Incident, (b) provide Customer with a proposed remediation plan ("Remediation Plan") to address the root cause of the Security Incident, (c) remediate such Security Incident in accordance with such Remediation Plan, (d) conduct an investigation to determine what systems, data and information have been affected by such event; (e) provide Customer with a detailed incident response report upon conclusion of the Security Incident, and (f) cooperate with Customer and, at Customer's request, any law enforcement or regulatory officials and credit reporting companies investigating such Security Incident.
- 1.6 **Notification to Third parties of a Security Incident.** Customer will be responsible for determining if notification needs to be provided to third party customers of Customer affected or potentially affected by a Security Incident, or employees, service providers or the general public of such Security Incident and the implementation of the Remediation Plan, and whether notification needs to be provided to any governmental authority. The Parties shall reasonably cooperate regarding the actions, if any, which may be appropriate with respect to such notification.

2.0 Business Continuity.

OPAY shall maintain throughout the term of the Master Agreement and any Schedule, a disaster recovery plan ("**Disaster Recovery Plan**") applicable to the Application Services. OPAY's responsibilities for disaster recovery will be set forth in the Disaster Recovery Plan and the applicable Schedule and/or Statement of Work. OPAY shall provide notice to Customer of any change to the Disaster Recovery Plan that would have a material impact on Customer; provided, however, that OPAY agrees that no changes to the Disaster Recovery Plan shall materially diminish the protection such Disaster Recovery Plan affords Customer. Any disaster recovery or alternative data site shall be oriented with the same environment and system configurations as the primary data site.

**SCHEDULE 1
TO
APPLICATION SERVICES MASTER AGREEMENT NO. D-804**

Application Service Schedule

This Schedule 1 ("**Schedule**") to Application Services Master Agreement No. D-804 ("**Master Agreement**") is entered into by **OFFICIAL PAYMENTS CORPORATION ("OPAY")** and **COUNTY OF WILLIAMSON ("Customer")** and together with OPAY, individually a "**Party**" and collectively the "**Parties**". This Schedule incorporates as if fully set forth herein all of the terms and conditions of the Master Agreement. In the event that there are any conflicts or inconsistencies between the terms and conditions of this Schedule and the Master Agreement, the terms and conditions of this Schedule shall control. This Schedule is effective as of the last date signed in the signature block below ("**Schedule Effective Date**").

1. OVERVIEW

- 1.1. General** This Application Service Schedule stipulates certain specific terms and conditions by which OPAY will deliver to and on behalf of Customer as its authorized agent, and Customer will use, the Application Services as further described herein and compensate OPAY for such delivery and usage as set forth in Attachment 1 to this Schedule. Capitalized terms used but not defined herein have the meanings assigned elsewhere in the Master Agreement.

2. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions in this Section 2 shall be applicable to the Application Services being provided under this Schedule.

2.1. Definitions

- (a) "**Absorbed Fee**" means the transaction fee, where applicable, charged to Customer by OPAY for an End User making payment by use of the Application Services.
- (b) "**Customer Designated Account**" means the credit/debit account(s) established and maintained by Customer at an ACH receiving depository institution reasonably acceptable to OPAY.
- (c) "**Customer Marks**" means Customer's logo, trademarks and other service marks.
- (d) "**Official Payment Marks**" means OPAY's logo, trademarks and other service marks.
- (e) "**Payment Transaction**" means an electronic payment transaction initiated by an End User and processed by OPAY and/or its Suppliers under the Agreement.
- (f) "**Service Fee**" means the transaction fee charged to an End User by OPAY for the convenience of End User making payments by use of the Application Services.
- (g) "**Suppliers**" means OPAY's authorized vendors including, but not limited to, Automated Clearing House (ACH) processor(s) and credit card processor(s).

2.2. Term

- (a) The initial term of this Schedule ("**Initial Term**", collectively with the Renewal Term(s), the "**Term**") shall commence on the Schedule Effective Date and continue for five (5) years from Acceptance of the Application Services. The Term will automatically renew for successive one (1) year renewal terms (each, a "**Renewal Term**"), unless either Party gives written notice to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- (b) In addition to the termination rights contained in Section 13.0 of the Master Agreement, either Party may terminate this Schedule by giving at least six (6) months prior written notice to the other party prior to the effectiveness thereof, provided however, that the terminating party may not be in material breach of the Master Agreement or any Schedule thereunder at such time of the request of the termination.

2.3. [Intentionally Omitted]

2.4. Payment of Fees

- (a) Payment Terms. For each Application Service provided, Customer and/or End User, as designated on Attachment 1, will pay OPAY fees for the Application Services without set-off or deduction in accordance with the fees and charges set forth on Attachment 1. Except as otherwise specifically set forth on the Attachment 1, fees owed by Customer will be calculated on a monthly basis and will be debited from the Customer

Designated Account monthly in arrears by OPAY or its Suppliers. During the Term of this Agreement, and for ninety (90) days thereafter, OPAY (or its Suppliers) are authorized by Customer to debit from the Customer Designated Account, any fees and other amounts owed by Customer under this Schedule, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Customer Designated Account, and any other fines or liabilities incurred by Customer. OPAY may obtain and review Customer's credit report solely related to the Application Services hereunder.

- (b) Customer Designated Account. Prior to any Payment Transaction, Customer will establish a Customer Designated Account and will provide OPAY with the electronic record specifications and permissions necessary for funds settlement. Customer will maintain such account during the Term of this Schedule and for at least ninety (90) days after expiration or termination for any reason. Customer agrees to maintain sufficient funds in the Customer Designated Account to satisfy all fees and other obligations of Customer. Customer authorizes OPAY, its assignee or its Suppliers to debit via ACH transfer, the Customer Designated Account for any such amounts Customer owes OPAY. If the amount in the Customer Designated Account does not contain sufficient funds to cover fees and obligations of Customer, Customer agrees to pay OPAY the amount it owes under this Schedule upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.
- (c) Adjustment of Fees. OPAY may adjust, modify, set, or re-establish fees payable for the Application Services hereunder on the annual anniversary of the Schedule Effective Date, subject to sixty (60) days prior notice to Customer, and OPAY may establish fees for the Renewal Term(s) for the Application Services in OPAY's sole discretion. The Parties acknowledge that the fees set forth in this Schedule assume and take into account, as of the Schedule Effective Date, certain third-party charges over which OPAY has no control, including the U.S. Postal Service, NACHA, credit card associations, debit card networks, and others that assist in OPAY's provision of the Services ("Third Party Costs"). Should any of such Third Party Costs increase during the Term, OPAY shall be entitled to adjust the fees payable by Customer hereunder by passing through and assessing to Customer such additional Third Party Costs.

2.5. Sunset of Application Services

OPAY may, in its sole discretion, phase out or sunset any of the Application Services hereunder and/or migrate or transition Customer to updated or upgraded Application Services (or any subsequent version or release thereof) if and when such Application Services become available for commercial use; provided that such migration or transition does not materially impair or prevent OPAY's delivery of the Application Services hereunder. As used in this Section 2.4: (i) updates to Application Services include bug fixes, hot fixes or new versions of the Application Services that enhance and improve then-current functionality of the Application Services; and (ii) upgrades to Application Services introduce new functionality to the Application Services. OPAY shall provide Customer with one hundred eighty (180) days written notice prior to the phase out or sunset of any Application Services hereunder.

2.6. Additional Customer Obligations

- (a) Customer agrees to fully adhere to the rules, regulations and operating procedures of a credit card association with respect to the Application Services, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to the Application Services, Customer will enter into any applicable merchant credit card agreements.
- (b) Customer shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to OPAY if requested by a regulator, law enforcement officials, or judicial process.
- (c) Customer and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Customer shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.
- (d) Other than as provided in Attachment 1, Customer will not impose any surcharge or penalty on any of the Application Services.
- (e) If requested by OPAY, Customer will execute, and deliver to OPAY, ACH authorization agreement(s), in the format provided by OPAY, to authorize electronic credits/debits to/from the Customer Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Schedule.

2.7. Suppliers

- (a) Customer acknowledges and agrees that certain portions of the Application Services which enable Payment Transactions may be provided by OPAY Suppliers, including, but not limited to, processing and formatting of

Payment Transactions and the debiting and crediting of the Customer Designated Account in accordance with the terms of this Application Service Schedule and the Master Agreement. Should a Supplier terminate or suspend providing any services that are material to OPAY delivering the Application Services to Customer, then OPAY shall have the right to terminate this Schedule and Master Agreement immediately.

- (b) Certain Suppliers may require Customer to contract directly with said Supplier in order to facilitate OPAY providing the Application Services. Should Customer fail to maintain their contract with the Supplier, for any reason or no reason, then OPAY shall have the right to terminate the Application Services immediately.

2.8. Customer Marketing

- (a) In addition to any Customer publicity obligations contained in the Master Agreement, and subject to Section 9 of the Master Agreement, Confidentiality, Customer shall undertake reasonable efforts to market and promote the Application Services. Such marketing and promotion of the Application Services by Customer will include publishing the relevant URL for the OPAY website and relevant telephone number (as applicable) on all relevant marketing materials. Customer will obtain OPAY's prior consent for the use of any promotional or marketing materials that reference the Application Services or OPAY, except as to the pre-approved marketing materials provided by OPAY. Customer agrees to incorporate all reasonable changes requested by OPAY into any of the marketing materials it utilizes to ensure (i) the correct usage of the OPAY trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.
- (b) In order that Customer may promote the Application Services and OPAY's role in providing the Application Services during the Term, OPAY grants to Customer a revocable, non-exclusive, non-transferable, royalty-free license to use OPAY trademarks and logos ("**Official Payments Marks**") for such purpose only, in a form as approved by OPAY. Customer does not, and will not, have any other right, title, license or interest, express or implied, in and to OPAY intellectual property rights (including, without limitation, interactive voice response or the OPAY website scripts). Customer's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Schedule or Master Agreement, (b) immediately, in the event of any breach of this Section by Customer, or (c) immediately, upon notice by OPAY to the Customer. Customer agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by OPAY. All use of the Official Payments Marks will inure to the sole benefit of OPAY. In connection with the provision of the Application Services, Customer grants to OPAY a revocable, non-exclusive, non-transferable, royalty-free license to use Customer Marks. OPAY's license will terminate upon the termination or expiration of this Agreement.

3. APPLICATION SERVICES. The Application Services are based upon OPAY's Electronic Bill Payment and Presentment Solution.

- (a) Electronic Check Services: OPAY accepts electronic payments from personal and business checking and savings accounts.
- (b) Credit Card Services: OPAY accepts electronic payments from End Users using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- (c) Debit Card Services: OPAY accepts electronic payments from End Users using a debit card, which may include VISA® and MasterCard®.
- (d) Point-of-Sale ("POS"): OPAY offers over-the-counter payment capability through its virtual terminal application which can turn any internet-enabled Customer computer into a POS payment processing station. It provides Customer staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Customer personnel act as an agent of Customer in making the payment and not as agent of OPAY in processing the payment. Customer personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

4. EFFECTS.

This Schedule may be executed and transmitted by facsimile or other reliable electronic transmission in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. In the event OPAY's execution of this Schedule pre-dates Customer's execution, Customer shall return to OPAY only a fully-executed identical copy hereof.

[Signatures on following page.]

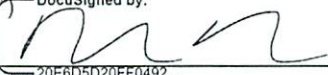
This Schedule is null and void at the discretion of OPAY unless signed by Customer within 14 days of OPAY's execution.

IN WITNESS WHEREOF, the Parties have caused to be executed by their duly authorized representatives, this Schedule as of the Schedule Effective Date.

OFFICIAL PAYMENTS CORPORATION

("OPAY") DocuSigned by:

By:


(Signature)

David Baxter

(Printed Name)

SVP, Business De

(Title)

Date: 3/19/2018

COUNTY OF WILLIAMSON

("Customer")

By:


(Signature)

DAVID A CARTER

(Title)

Date: 03-28-2018

**Attachment 1
To Schedule 1 Service Schedule**

- 1. Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
- 1.1 Monthly Minimums.** Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Application Services or one hundred eighty (180) days after Schedule Effective Date, whichever is sooner.

A. Minimum Fees

\$100.00/monthly

B. Electronic Check ("eCheck") Fees

Advantage Verification with eCheck--Account verification applies to all electronic check transactions and is not discretionary as to individual transactions. This service verifies that as of the opening of the business day, the account number identified in the Payment Transaction was a valid account number and had a "positive balance" in the account. This service does not detect whether that balance was sufficient to cover the pending Payment Transaction or whether funds were subsequently withdrawn.

Service Fees to be charged to End User by OPAY:

\$1.95 per Payment Transaction for the following payment types:

OSSF; Environmental Health

Service Fees to be charged to Customer by OPAY:

Return Fee:

\$5.95 as insufficient and uncollected funds Return Fee for each Returned Transaction. Electronic payments that initially result in insufficient or uncollected funds will be automatically resubmitted, as applicable and as permitted under governing industry regulations. Following resubmission, any items that remain uncollected will be assessed a Return Fee as indicated.

C. Credit/Debit Card Fee Schedule

Service Fees to be charged to End User:

2.50% of the payment amount, with a minimum Service Fee of \$1.00 per Payment Transaction, when debit cards are used for the following Payment Types:

OSSF; Environmental Health

D. Point-of-Sale (POS)

Service Fees: Same as Credit/Debit Card Fee Schedule above.