OFFICIAL PAYMENTS

OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is made effective this **29th** day of **November**, 2013 (the "Effective Date"), by and between Official Payments Corporation, a Delaware corporation ("Official Payments"), and **Pacific County North District Court, WA** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule.

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

OFFICIAL PAYMENTS CORPORATION

By: _____

Name:

Title:

Address: **3550 Engineering Drive, Suite 400**

Norcross, Georgia 30092

Email: **clientservices@OfficialPayments.com**

Telephone: **770-325-3100**

Fax: **770-325-3099**

CLIENT: Pacific County North District Court

By: _____

Name:

Title:

Address:

Email:

Telephone:

Fax:

SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

AGREEMENT

1. DEFINITIONS.

"Absorbed Fee" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"ACH" means the Automated Clearing House.

"*Change Order"* means the Change Order as defined in Section 14.2 below.

"Client Designated Account" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"Client Marks" means Client's logo, trademarks and other service marks.

"Customer" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"NACHA" means the National Automated Clearing House Association.

"Official Payments Marks" means Official Payments' logo, trademarks and other service marks.

"Official Payments System" means Official Payments' and it's Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"Payment Transaction" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"Service" or "Services" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"*Service Fee*" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"Signature Page" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"Suppliers" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

2. PROVISION OF SERVICES. Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

3. CLIENT OBLIGATIONS. With respect to each Service:

3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client 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 Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

4. FEES, TAXES, AND PAYMENTS.

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client Designated Account, and any other fines or liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

5. SUSPENSION; RESTRICTIONS. Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, in its reasonable discretion, Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

6. TERM AND TERMINATION.

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term").

6.2. Termination.

6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of

creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

6.2.2 Termination by Official Payments. Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

6.2.3 Termination for Convenience. Either party may terminate this agreement for convenience upon sixty (60) days prior written notice to the other party. If Client terminates this Agreement for convenience within the first year of the Initial Term, or if Client decides not to complete implementation after Official Payments begins the implementation process, Client shall pay Official Payments a termination fee of $5,000 in recognition of Official Payments' start-up/decommissioning costs related to the Services. The termination fee in the previous sentence shall be waived for those Clients who have received Services from Official Payments previous to the Effective Date of this Agreement.

7. ACCOUNT MONITORING; SECURITY. Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives or Customers.

8. INTELLECTUAL PROPERTY. In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI") , and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules,

regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (https://www.pcisecuritystandards.org) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

10. WARRANTY AND DISCLAIMER.

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT.

11. INDEMNIFICATION.

11.1 Indemnification of Official Payments. Client will indemnify, defend, and hold harmless Official Payments, and its officers, employees, directors, agents, affiliates and shareholders, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, causes

of action, suits, obligations, liabilities, damages, delays, costs or expenses, including, without limitation, reasonable attorney's fees (collectively, "Losses") asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Client's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Client's misuse of the Service or the Official Payments System; (iii) inaccurate or incomplete Client data or Customer data collected by Client; (iv) Client's failure to comply with applicable laws; (v) Client's failure to comply with any of the terms of this Agreement, inclusive of all fees, fines, assessments, penalties, or loss allocations assessed by card companies, networks, telecommunication companies, or other third parties resulting from such failure; or (vi) any claim of libel, violation of privacy rights, unfair competition or infringement of patents, trademarks, copyrights or other intellectual property.

11.2 Indemnification of Client. Official Payments will indemnify, defend and hold harmless Client, and its officers, employees, directors, agents and shareholders, in their individual capacities or otherwise, from and against any and all Losses asserted by a third party that result from, relate to, arise out of, or are incurred in connection with: (i) Official Payments' gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Official Payments' failure to comply with laws applicable to Official Payments as a provider of a Service; or (iii) a claim that a Service infringes a registered U.S. patent, trademark or copyright. However, Official Payments will not be liable for (and Client will indemnify Official Payments against) any infringement claim that results, in whole or in part, from: (a) Client's use of a Service in a manner or for a purpose not specifically described in the applicable Service Schedule, or (b) Client's products or services; or (c) Client's failure to implement corrections or changes provided by Official Payments. If a claim has been asserted that the Service infringes a registered U.S. patent, trademark, or copyright, or in Official Payments' opinion such a claim is about to be asserted, Official Payments may, at its option either: (1) procure for Client the right to continue using the Service; (2) replace or modify the Service so that it becomes non-infringing; or (3) terminate the applicable Service.

11.3 Contingencies to Indemnification. The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim, provided, however, that the indemnifying party may not settle a claim, accept liability or incur obligations on behalf of the other party without the other party's written consent, which will not be unreasonably withheld or delayed; or (iii) the indemnified party reasonably cooperating during defense and settlement efforts at its own expense. Notice will be considered prompt so long as there is no material prejudice to the indemnifying party.

12. LIMITATION OF LIABILITY. NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

13. CONFIDENTIALITY. Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to

a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law.

14. GENERAL PROVISIONS.

14.1 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page, with a second copy. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

14.2 Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1 Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change

Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

14.3 Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Official Payments and/or its representatives(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts located in Gwinnett County, Georgia, or federal courts located in the State of Georgia.

14.10 No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms,

quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11,12,13, and 14.

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services.

☐ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.

☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.

☐ **MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.

☐ **Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client 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.

☒ **IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

SCHEDULE C - FEE SCHEDULE

Additional Payment Terms

Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

A. Electronic Check ("eCheck") Fees

NA

Service Fees to be charged to Customer by Official Payments:

$ NA less than or equal to $NA
$ NA greater than $ NA , per Payment Transaction for the following payment types:

NA

Fees to be charged to Client by Official Payments:

Absorbed Fees:

$ NA less than or equal to $NA
$ NA greater than $ NA, per Payment Transaction for the following payment types:

NA

Set-up Fee: $ 0.00

Return Fee:

NA

B. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

$3.95 per Payment Transaction, when credit or debit cards are used. Client selected fees do not included American Express usage for the following Payment Types:

Citations

Absorbed Fees to be charged to Client by Official Payments:

NA

C. MoneyGram

NA

D. Point-of-Sale (POS)

Service Fees: NA
Absorbed Fees: NA

E. IVR (Interactive Voice Response)

Same as Credit/Debit Card Fee Schedules above.

An IVR service charge of $ 0.00 to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.

Exclusions Search Results: Entities

No Results were found for

Official Payments

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

Search Again

Search conducted 11/20/2013 11:36:31 AM EST on OIG LEIE Exclusions database.
Source data updated on 11/6/2013 10:10:00 AM EST.

OFFICIAL PAYMENTS CORPORATION
DUNS: 049414795 CAGE Code: 1XU82
Status: Active

2333 SAN RAMON VALLEY BOULEVARD STE# 45
SAN RAMON, CA, 94583-4456
UNITED STATE

Entity Overview

Entity Information

Name: OFFICIAL PAYMENTS CORPORATION
Business Type: Business or Organization
POC Name: Steven Greenspan
Registration Status: Active
Expiration Date:09/09/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401
WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.