



SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Johnson County, TX (Public Works)
2 North Mill St, Suite 305, Cleburne, TX 76033 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Associations" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Associations, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transac-

tion, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Convenience Fee is disputed by the cardholder, both the Agency payment and the Convenience fee payment will be refunded to the cardholder. In no case shall a Convenience Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover and American Express, including the American Express Addendum attached hereto as Exhibit B. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: COUNTY NAME Johnson County, TX (Public Works)
ADDRESS 2 North Mill St, Suite 305
CITY, STATE ZIP Cleburne, TX 76033

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement. Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Associations, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

J. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary,

affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

L. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

N. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on May 22nd 2017.

AGENCY'S ACCEPTANCE:

COUNTY NAME Johnson County, TX (Public Works)

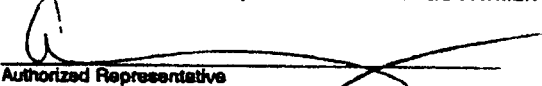
By: 
Agency Signature

Judge Roger Harmon, Johnson County
Printed Name and Title

05/22/2017
Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: 
Authorized Representative

Ashley Rangel, Director of operations
Printed Name and Title

5/16/2017
Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

A. _____ % or a minimum of \$ _____ shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.

B. 2.40 % or a minimum of \$ 1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

AGENCY'S ACCEPTANCE:

COUNTY NAME Johnson County, TX (Public Works)

By: 
Agency Signature

Judge Roger Harmon, Johnson County
Printed Name and Title

05/22/2017
Date

CERTIFIED'S ACCEPTANCE:

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: 
Authorized Representative

Ashley Rangel, Director of operations
Printed Name and Title

5/22/2017
Date

EXHIBIT B AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective May 22nd, 2017, amends and supplements the Johnson County, TX (Public Works) Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Johnson County, TX (Public Works) Agreement" shall mean the Agreement for American Express Card Services dated May 22nd, 2017 and any Amendment and/or Addendum to such Agreement whereby American Express and Johnson County, TX (Public Works) have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Johnson County, TX (Public Works) agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Johnson County, TX (Public Works) Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Johnson County, TX (Public Works) (as permitted by Johnson County, TX (Public Works)). The parties further agree that the Johnson County, TX (Public Works) Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Johnson County, TX (Public Works) County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Johnson County, TX (Public Works) shall be paid directly to Johnson County, TX (Public Works).

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Johnson County, TX (Public Works). Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Johnson County, TX (Public Works) also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Johnson County, TX (Public Works) payment of that Charge and the Convenience Fee will be charged back by American Express. Johnson County, TX (Public Works) payments will be charged back to Johnson County, TX (Public Works); Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Johnson County, TX (Public Works).

Certified Payments will provide reports to Johnson County, TX (Public Works) of any Chargebacks either prior to or on the day the Chargeback is posted to Johnson County, TX (Public Works)'s bank account. American Express will deduct any Chargebacks from amounts owed to Johnson County, TX (Public Works) for Charges.

Reporting:

Certified Payments will provide reports to Johnson County, TX (Public Works) that include all transactions, including Chargebacks and adjustments in a format agreeable to Johnson County, TX (Public Works).

Refunds:

Refunds will be processed through Johnson County, TX (Public Works) agency's standard refund processes. The specific refund policy for each Johnson County, TX (Public Works) agency will be posted on Johnson County, TX (Public Works) agency's web site. American Express will accept proof of the refund via Johnson County, TX (Public Works) agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Certified Payments or American Express be responsible hereunder for damages to Johnson County, TX (Public Works) arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Johnson County, TX (Public Works) Agreement and the Certified Payments Agreement shall remain in full force and effect.

Authority to Sign:

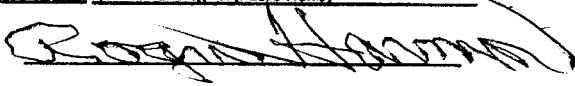
Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

Date: _____

COUNTY NAME: Johnson County, TX (Public Works)

By: 

Date: 05/22/2017

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: 

Date: 5/22/2017

BUREAU ACCOUNT SETUP FORM

(Hereafter, Agency is referred to as Bureau)

BUREAU NAME: Johnson County, TX (Public Works) Federal Tax ID 75-6001030

BUREAU LOCATION

<u>2 N Mill Street Suite 305</u> <i>Street Address</i> <u>817-556-6380</u> <i>Phone Number</i>	<u>Cleburne, TX</u> <i>City, State</i> <u>817-556-6391</u> <i>Fax Number</i>	<u>76033</u> <i>Zip Code</i> <u>www.johnsoncountytexas.org</u> <i>Website/URL</i>
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Please select if this is the Primary Account (Primary Account Ex: Property Tax) Note: If multiple payment types will be accepted under this contract, complete Pages 1 and 2 and the Bureau Banking Information form for each additional account
PLEASE PROVIDE A COPY OF A VOIDED CHECK OR A LETTER FROM THE BANK (must be on bank letterhead) FOR EACH BANK ACCOUNT

COLLECTED VOLUMES

Please tell us the volumes you collect from customers; if you have not previously taken credit cards, please provide estimates.

\$ <u>200.00</u> Average Ticket Size	\$ <u>475.00</u> High Ticket Size	\$ <u>15,000.00</u> Average Monthly Volume	\$ <u>20,000.00</u> High Monthly Volume	\$ <u>180,000.00</u> Annual Volume
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BUREAU TYPE

Select the Account's payment type or choose OTHER and select payment acceptance online and/or at the counter

<u> </u> TAX Tax WEB <u> </u> Tax CNT <input checked="" type="checkbox"/> OTHER	<u> </u> MOTOR VEHICLE MV WEB <u> </u> MV CNT <i>(If other, please describe)</i>	<u> </u> COURT/CLERK Court/Clerk WEB <u> </u> Court/Clerk CNT PW CNT - Public Works Counter only for fees	<u> </u> UTILITY Utility WEB <u> </u> Utility CNT	<u> </u> JUSTICE OF PEACE JP WEB <u> </u> JP CNT
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CONTACT INFORMATION

User Administrator – Contact Information
It is recommended that the Bureau initially assign one individual as the User Administrator. The User Administrator will create User Accounts and access permissions from the Certified Payments' Reporting Services website. Please provide the User Administrator's information.

<u>Jennifer VanderLaan</u> First & Last Name	<u>jennifer@johnsoncountytexas.org</u> Email address	<u>817-556-6380</u> Telephone Number
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Notices and Changes – Contact Information
Periodically, Certified Payments will send its Bureau's notifications on various issues and alerts to upcoming changes. These notices can take the form of either physical mail or electronic mail. Please provide the contact information for the person that should receive such correspondence.

<u>Jennifer VanderLaan</u> First & Last Name	<u>jennifer@johnsoncountytexas.org</u> Email address	<u>817-556-6380</u> Telephone Number
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Chargebacks – Contact Information
Certified Payments handles all cardholder initiated Chargebacks on behalf of the Bureau; however, we will require the Bureau's assistance in that endeavor and a means by which to communicate. In order to document the process, the primary communication medium will be through email. Please provide the name email address and additional contact information for that person.

<u>Jennifer VanderLaan</u> First & Last Name	<u>jennifer@johnsoncountytexas.org</u> Email address	<u>817-556-6380</u> Telephone Number
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REFUNDS

As stated in the Service Provider Agreement, refunds are issued when the need arises. All Refund Requests must be initiated by the Bureau through the Reporting Services website, utilizing the "Refund Request" Link. Certified Payments will not accept Refund requests from cardholders and any such requests by a cardholder will be referred to the Bureau's Primary Telephone Number for assistance.