



Payment and Technology Services Agreement

Please type or print this form in black ink.

- 1. **Purpose.** Governmental Entity seeks to provide its customers with the ability to pay obligations owed to the Governmental Entity using various payment methods. CiviTek is engaged in providing technology programs and services to states, cities, counties, and other governmental agencies and their constituents. Governmental Entity wishes to offer to its customers the technology and payment services facilitated by CiviTek.
 - 2. **Services.** CiviTek agrees to provide to Governmental Entity the services listed on the Service Orders, under the terms and conditions agreed to on Exhibit A and any other applicable Exhibits or Service Orders attached hereto, as amended by mutual written agreement from time to time (the “**Services**”) to enable Governmental Entity customers to remit amounts owed to Governmental Entity.
 - 3. **Term.** One (1) year from the Effective Date described below (the “**Initial Term**”). Governmental Entity’s subscription to the Services indicated on the Service Orders, shall automatically renew from year to year thereafter (each a “**Renewal Term**”) unless terminated by written notice by one party to the other party as permitted in Exhibit A.
 - 4. **Effective Date.** This Payment and Technology Services Agreement (the “**Agreement**”) shall be effective as of:
 _____, 20____.
- This Agreement is not binding on CiviTek unless and until executed by CiviTek and the Banking Information Form is approved by CiviTek.
- 5. **Service Fees.** The fees for the Services shall be paid in accordance with the Exhibits and any Service Orders hereto, as amended by CiviTek from time to time.

This Agreement (including any Exhibits and Service Orders attached hereto) constitutes the entire agreement between the Parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the Parties.

ACKNOWLEDGED AND AGREED TO *(Form cannot be processed without original authorized signatures)*

By signing this form, each party accepts the terms set forth above:

Jefferson County Clerk of Court (“Governmental Entity”)

FACC Services Group, LLC d/b/a/ CiviTek (“CiviTek”)

By:
 Name: Kirk B. Reams
 Title: Clerk/CFO
 Date: 1/24/17

By: _____
 Name: _____
 Title: _____
 Date: _____

Please send the completed form to:
 FACC Services Group, LLC d/b/a/ CiviTek, 3544 Maclay Blvd. Tallahassee, FL 32312
 Attn: Michelle Seitzmeir, Contract Manager

**EXHIBIT A
DESCRIPTION OF SERVICES**

The following describes the Services to be provided by FACC Services Group, a Florida limited liability company, doing business as CiviTek (“**CiviTek**”) and the local governmental entity that has signed this Agreement and that governmental entity’s affiliates (collectively, the “**Governmental Entity**”). CiviTek and the Governmental Entity each may also be referred to as a “**Party**” or collectively the “**Parties**.”

1. Services.

- a. *CiviTek Payment Services.* CiviTek will provide payment processing services through CiviTekSolutions.com and associated websites, and through such other mechanisms as CiviTek may make available from time-to-time, by which customers of Governmental Entity may make payments to Governmental Entity. CiviTek, operating as a payment processor, agrees to provide a payment transmitting solution to process payments owed to Governmental Entity by Senders via credit and debit card, automated clearing house (“**ACH**”) payments, or such other payment methods as CiviTek makes available and Governmental Entity agrees to accept from time-to-time. CiviTek agrees to process and settle payments (“**Payments**”) from Governmental Entity’s customers and send corresponding amounts and payment information to the Governmental Entity, as specified in this Agreement. Individuals desiring to make a Payment using the Service may be referred to as “**Senders**.” CiviTek will at all times represent the Sender making a Payment and does not represent Governmental Entity.
- b. *CiviTek Technology Services.* CiviTek will provide the various technology services selected by Governmental Entity under the terms set forth in this Agreement. In the event of a conflict between the terms of this Agreement and a Service Order as to the technology services provided by CiviTek, the terms of the Service Order will control.
 - i. *Traffic Citation Payment Service.* The Traffic Citation Payment Service is an optional service that provides the capability for Governmental Entity’s customers to view and pay for traffic citations online within either single or multi-county jurisdictions. If Governmental Entity elects to participate in the Traffic Citation Payment Service, CiviTek will establish and maintain a website for online citation payment and reporting capability regarding traffic citation payments for use by Governmental Entity’s customers, and Governmental Entity agrees that the terms of the Service Order attached hereto shall apply to its participation in the Traffic Citation Payment Service in addition to other relevant terms of this Agreement.
 - ii. *Official Records Index Service.* The Official Records Index Service is an optional service that provides the capability for Governmental Entity’s customers to search, order and purchase official records within single or multi-county jurisdictions. If Governmental Entity elects to participate in the Official Records Index Service, CiviTek will establish and maintain a website for use by customers for online searches and ordering of, and payment for, official records from Governmental Entity, and Governmental Entity agrees that the terms specified in the Service Order attached hereto, as well as the Functional Requirements Specifications Manual which will be provided by CiviTek to Governmental Entity from time-to-time, shall apply to its participation in Official Records Index Service in addition to other relevant terms of this Agreement.
 - iii. *Web Payment Service.* The Web Payment Service is an optional service that provides the capability for Governmental Entity’s customers to make online payments for the Governmental Entity’s provided services within either single or multi-county jurisdictions. If Governmental Entity elects to participate in Web Payment Service, CiviTek will establish and maintain a web interface, payment portal and reporting capability regarding Governmental Entity’s customer payments for use by the Governmental Entity for Web Payment Service, and Governmental Entity agrees that the terms specified in the Service Order attached hereto shall apply to its participation in Web Payment Service in addition to other relevant terms of this Agreement.
 - iv. *Court Case Payment Service.* The Court Case Payment Service is an optional service that provides the capability for Governmental Entity’s customers to search, view and pay court case payment fines and fees within a single or multi-county jurisdictions. If Governmental Entity elects to participate in the Court Case Payment Service, CiviTek will establish and maintain a website for online payment of court case-related fines and fees to include the capability of reporting regarding court fine and fee payments for use by Governmental Entity’s customers; Governmental Entity agrees that the terms of

the Service Order attached hereto shall apply to its participation in the Court Case Payment Service in addition to other relevant terms of this Agreement.

- c. *Subcontractor Services.* Governmental Entity may elect to provide its customers with the ability to pay amounts due by credit card, debit card, or cash at free-standing payment kiosks (“**Kiosks**”), retail locations, or other payment channels (“**Subcontractor Services**”) established, operated, and maintained by CiviTek’s contracted vendor (“**Subcontractor**”).
 - i. *Service Order.* Subcontractor Services will be provided to Governmental Entity and its customers upon agreement by the Governmental Entity to a Service Order submitted by CiviTek, which identifies the Subcontractor, the scope of services to be performed through the Subcontractor, and the terms under which Governmental Entity will receive the Subcontractor Services. Governmental Entity authorizes the Subcontractor to accept payments and deliver funds to Governmental Entity’s designated bank account through the payment channels identified in the Service Order. In the event of a conflict between the terms of this Agreement and a Service Order as to the Subcontractor Services, the terms of the Service Order will control.
 - ii. *Performance.* CiviTek shall ensure that the Subcontractor complies with the requirements of this Agreement and that Governmental Entity will receive the benefit of Subcontractor’s performance of the Subcontractor Services to the same extent that Governmental Entity would if CiviTek were performing these Subcontractor Services directly.
 - iii. *CiviTek Authorization.* Governmental Entity acknowledges and agrees that in addition to other payment methods which may be accepted through the Subcontractor, individuals may initiate credit and debit card payments to Governmental Entity through card processing services provided by CiviTek via the Kiosks. The Kiosks will transmit payment card request data to CiviTek, which will be solely responsible for authorizing, processing and settling such credit card or debit card payments to Governmental Entity, pursuant to all relevant terms and conditions of this Agreement.

2. **Governmental Entity Responsibilities.**

- a. Governmental Entity will maintain accounts documenting amounts owed to the Governmental Entity by each Sender and amounts received by Governmental Entity in satisfaction of Sender’s obligations to Governmental Entity (“**Services Account**”).
- b. Governmental Entity is solely responsible for the accuracy and completeness of data as it resides in Governmental Entity’s database and as it is delivered by Governmental Entity to CiviTek or its Subcontractors and any consequences resulting therefrom to any person or entity, except as otherwise limited by this Agreement. CiviTek and its Subcontractors shall not be liable for errors or omissions of data provided by Governmental Entity or any third parties.
- c. Governmental Entity will instruct individuals who desire to utilize the Services to provide CiviTek with the information required for CiviTek to process the Payment, including the following for each Payment:
 - i. The Governmental Entity as a payee;
 - ii. The Governmental Entity’s receive code (or such other information to identify the Governmental Entity and/or the transaction);
 - iii. The account number with the Governmental Entity to which the Payment is to be credited; and
 - iv. The amount of the Payment (“**Payment Amount**”) plus CiviTek’s applicable Fee.
- d. Governmental Entity is solely responsible for notifying CiviTek of any changes to its bank account listed on Exhibit B, to which settlement proceeds for Payments will be disbursed by CiviTek (“**Designated Account**”). Governmental Entity is solely responsible for all fees and costs associated with its Designated Account.

3. **CiviTek Responsibilities.**

a. **Transaction Processing/Settlement.**

- i. CiviTek is responsible for authorizing, processing, and settling all Payments to the Designated Account. CiviTek will submit Payments for processing to the appropriate payment network. If required by federal or state law, CiviTek will hold appropriate federal and state licenses for its activities as a money services business or money transmitter, and will be the “merchant of record” in the payment network for the Payment transaction.
- ii. On the Banking Day following receipt by CiviTek of settlement proceeds for a Payment from the applicable payment network, CiviTek will initiate an ACH credit in the Payment Amount to the Governmental Entity’s Designated Account. A “Banking Day” means a day when nationally chartered banks are generally open to the public for business, excluding Saturday, Sunday, or a federal legal holiday. Remittance details will be received by Governmental Entity simultaneously with the funds.
- iii. CiviTek will provide settlement to Governmental Entity each Banking Day, such that the payment and credit records are deposited into the designated Governmental Entity bank account(s) no later than two (2) Banking Days after the payment and credit records are identified as Governmental Entity funds, unless Governmental Entity and CiviTek have made prior arrangements for settlement.
- iv. CiviTek is responsible for funds received for payments on behalf of the Governmental Entity until deposited to the designated Governmental Entity bank account(s). Funds collected by CiviTek shall be deemed to be held in trust by CiviTek until deposited in the Governmental Entity’s bank account.
- v. The Parties acknowledge that CiviTek is not responsible for any delays in receipt of funds or errors in Designated Account entries caused by third parties, including delays or errors by the payment card brands or Governmental Entity’s bank.

b. **Payment Receipt and Notification.** Upon receipt of settlement proceeds for a Payment, CiviTek will record the transaction. CiviTek will provide notification to the Sender of such Transaction, with language that clearly indicates that payor will receive a credit to his/her Services Account when funds are received and properly identified by Governmental Entity.

c. **Reporting.** In the event the Governmental Entity has been setup with access to CiviTek’s standard reporting and notification tool, CiviTek will provide notification to the Governmental Entity of such transaction through a secure website identified by CiviTek. The Governmental Entity will be provided access to such website to review the Payments received.

d. **Customer Support.** CiviTek agrees to provide customer service for issues specific to the Services offered through the website or other customer interfaces provided by CiviTek. Governmental Entity agrees to provide customer service for issues related to the underlying obligation to the Governmental Entity, Services Account status, and payments received by Governmental Entity. Governmental Entity will provide CiviTek with contact information which will be displayed in the customer interface for the Services for customers to contact Governmental Entity.

e. **Licensing.** Governmental Entity acknowledges that in the event CiviTek has not obtained a required money transmitter/money services business license in a jurisdiction in which Governmental Entity operates by the Effective Date of this Agreement, CiviTek will promptly commence the licensing process after execution of the Agreement. The Parties will mutually agree upon a date for launching the Services, once such license has been obtained by CiviTek. Governmental Entity agrees that it shall not be deemed a breach of Section 11(b) below if CiviTek has not obtained an initial license in a relevant jurisdiction by the Effective Date.

4. **Complaints.** CiviTek is responsible for responding to and resolving all claims, inquiries or complaints arising out of the acceptance of Payments from Senders and remittance of Payment Amounts to the Governmental Entity. Governmental Entity is responsible for responding to and resolving all claims, inquiries or complaints arising out of the crediting of the Payment Amount to the Services Account. The Parties agree to cooperate with each other in resolving complaints, to the extent necessary, with each party to bear its own costs.

5. **Marketing.** CiviTek and the Governmental Entity agree to work with each other on marketing initiatives to support the Services. CiviTek and Governmental Entity agree that all materials representing, promoting or referring to the Services will not be utilized or distributed until approved in writing by both Parties, which approval will not be unreasonably withheld.

6. **Training.** CiviTek and the Governmental Entity agree to work together to develop an appropriate report and account management training program.
7. **Payment Authorization.** Governmental Entity authorizes CiviTek or its designee to initiate one or more ACH debit or credit entries (each an “Entry”) to the Designated Account at any time to pay amounts due and owing between the Parties, and to credit or debit such account, as applicable, in accordance with applicable law and the Rules and Operating Guidelines of the National Automated Clearing House Association (“NACHA”) as amended, modified, or supplemented from time to time. This authorization shall remain in force and effect until CiviTek has received written notification from the Governmental Entity of its termination in such time and manner as to afford CiviTek a reasonable opportunity to act on it; provided however, that the Governmental Entity agrees to maintain this authorization during the Term and for such time thereafter as necessary to process the payment of fees that are due and owing after termination of this Agreement, including during any period in which there is a dispute between the Governmental Entity and CiviTek concerning any fees or amounts that may be due from CiviTek to the Governmental Entity or the Governmental Entity to CiviTek. In the case of any overpayment, duplicate payment or incorrect payment transmission by CiviTek to the Governmental Entity, the Governmental Entity authorizes CiviTek to initiate drafts via ACH against the Designated Account and authorizes the bank at which the Designated Account is located to debit or credit the Account in the amount of the adjustment. The Governmental Entity agrees to complete and execute any and all documents as such bank may require to establish and maintain this authorization.
8. **Service Fees; Expenses.**
 - a. *CiviTek Service Fee.* Governmental Entity understands that unless other arrangements have been made between CiviTek and the Governmental Entity, CiviTek will charge Senders a Service Fee, currently 3.5% of the Payment Amount, to perform the CiviTek Services (the “**CiviTek Service Fee**”). The amount of the CiviTek Service Fee will be determined by CiviTek at its sole discretion and is subject to change at any time upon at least thirty (30) days prior written notice by CiviTek. The Governmental Entity acknowledges that the Governmental Entity is not entitled to any portion of the CiviTek Service Fee. As between CiviTek and Governmental Entity, each Party shall bear its own expenses in implementing the CiviTek Services and this Agreement.
 - b. *Subcontractor Service Fee.* In the event Governmental Entity elects to participate in Subcontractor Services, Governmental Entity authorizes CiviTek and/or its Subcontractor to charge Sender a Subcontractor Service Fee for payments accepted through Kiosks, retail locations or other payment channels provided by Subcontractor. No increase of Subcontractor Service Fees will take place without at least thirty (30) days prior written notice to Governmental Entity. Governmental Entity acknowledges that the Governmental Entity is not entitled to any portion of such Subcontractor Service Fee. In addition, the CiviTek Service Fee will be charged for credit or debit card payments accepted through Kiosks.
 - c. The CiviTek Service Fee and the Kiosk Service Fee are collectively described in this Agreement as the “**Service Fee.**”
9. **Refunds/Chargebacks.**
 - a. The Parties acknowledge that once a transaction is submitted by a Sender for processing to the applicable payment network, CiviTek cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by CiviTek are non-refundable to the Sender by CiviTek. A Sender may have additional refund or chargeback rights under the Sender’s agreement with his/her card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, CiviTek will be responsible for pursuing the chargeback, if appropriate in CiviTek’s sole discretion. Upon written request from CiviTek, Governmental Entity agrees it will provide requested information needed to pursue the chargeback.
 - c. If a Sender requests a refund of the funds, CiviTek will not be responsible for making those funds available if they have been already settled to a Designated Account by CiviTek or are beyond CiviTek’s control and are in the process of being deposited into a Designated Account by a third party. In the event Governmental Entity and the Sender issue contradictory instructions or requests to CiviTek, Governmental Entity’s instructions will prevail and Governmental Entity will indemnify and hold CiviTek harmless from any and all losses, costs and expenses (including reasonable attorneys’ fees) as a result of complying with Governmental Entity’s instructions.
10. **Right of Set-Off.** The Governmental Entity, as partial security for its payment obligations to CiviTek, hereby grants to CiviTek the right of set-off against any amounts of money or sums from time to time on deposit with, owing to or standing to the credit of the Governmental Entity on the books of CiviTek. If when or after receiving funds from the Sender, a

chargeback occurs and the funds have already been settled to the Designated Account by CiviTek or the funds are beyond CiviTek's control and are in the process of being deposited into a Designated Account by a third party, then Governmental Entity hereby authorizes CiviTek to set-off those funds against the next remittance to Governmental Entity or, if there are no further remittances due, Governmental Entity will immediately refund the funds to CiviTek to cover the chargeback.

11. **Representations and Warranties.**

a. **Governmental Entity's Representations and Warranties.** Governmental Entity represents and warrants to CiviTek that the following are true and correct, and will remain true and correct, during the Term:

- i. Governmental Entity will comply (and will cause its employees, agents, and subcontractors to comply) with all applicable federal, state and local laws and regulations applicable to it including, including, but not limited to, the Fair Debt Collection Practices Act or any other applicable collections, telemarketing or consumer protections laws to which the Governmental Entity may be subject.
- ii. The entering into of this Agreement is not a breach of any other agreement entered into by the Governmental Entity;
- iii. The individual signing below on behalf of the Governmental Entity has the necessary authority to execute this Agreement;
- iv. The information supplied on Exhibit B is true and correct and does not omit any material information;
- v. The amount being paid by the Sender to the Services Account represents bona fide amounts due to and to be paid through Governmental Entity and not previously submitted;
- vi. The Governmental Entity is not providing a service that violates federal, state or local law in any jurisdiction that may be applicable; and
- vii. The Governmental Entity will credit each Sender's Payment on the Governmental Entity's books promptly after the Governmental Entity is notified of the Payment.

b. **CiviTek Representations and Warranties.** CiviTek represents and warrants to Governmental Entity that the following are true and correct, and will remain true and correct, during the Term:

- i. CiviTek shall comply with all applicable federal, state and local laws and regulations applicable to it including, but not limited to, the Electronic Fund Transfer Act/Regulation E, Truth in Lending Act/Regulation Z, and the Gramm-Leach-Bliley Act.
- ii. CiviTek maintains or will obtain all government licenses, registrations, authorizations, consents and approvals currently required to carry on its business as now conducted and as proposed to be conducted in accordance with this Agreement, including but not limited to any currently required federal or state money transmitter or money services business licenses or registrations.
- iii. CiviTek shall comply with the applicable card associations' current operating rules and regulations (e.g., MasterCard, Discover and American Express), including the Payment Card Industry Data Security Standards (PCI DSS).

12. **Indemnification.** Each Party (the "Indemnifying Party") agrees to reimburse, indemnify and hold harmless the other Party (the "Indemnified Party") and its subsidiaries and affiliates, and its and their respective directors, officers, members, managers, employees, agents, affiliates, successors and assigns from and against all losses, claims, damages, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by the Indemnified Party arising, in whole or in part, from claims by a third party regarding the Indemnifying Party's: (a) breach of any representation or warranty by Indemnifying Party under this Agreement; (b) violation of any applicable laws, rules, regulations or ordinances by the Indemnifying Party; or (c) unauthorized use or disclosure of Confidential Information in violation of this Agreement. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by a Party's own negligence or willful misconduct. The indemnification provided in this Section survive the termination of this Agreement.

13. **Limitation of Liability; No Other Warranty.** OTHER THAN CIVITEK'S OBLIGATION TO PAY GOVERNMENTAL ENTITY ANY FUNDS RECEIVED FROM SENDERS, IN NO EVENT SHALL CIVITEK'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO CIVITEK FOR PAYMENTS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. THE

FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE.

IN NO EVENT WILL CIVITEK BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY.

THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

14. Termination.

- a. This Agreement may be immediately terminated by either Party, in its sole discretion: (i) in the event the other Party has not cured a breach of this Agreement within (30) days of written notice of such purported breach from the non-terminating Party; or (ii) for its convenience at any time upon at least thirty (30) days written notice to the other Party.
- b. CiviTek may immediately terminate or suspend this Agreement or a specific Service, in its sole discretion, at any time upon written notice to Governmental Entity as a result of any of the following events:
 - i. If any information in the Governmental Entity's Exhibit B (Implementation Set Up/Change Form) or otherwise provided to CiviTek in connection with this Agreement is inaccurate, incomplete, or misleading;
 - ii. This Agreement would cause CiviTek to be out of compliance with regulatory requirements, or upon a request to terminate from CiviTek's regulators;
 - iii. Voluntary or involuntary bankruptcy or insolvency proceeding involving Governmental Entity or an associated governmental body, or CiviTek deems Governmental Entity or the associated governmental body to be financially insecure;
 - iv. Governmental Entity or any customer of Governmental Entity is utilizing or attempting to utilize the Services (a) for a purpose which violates applicable laws, regulations, ordinances or regulatory guidance, or CiviTek's policies; or (b) for payment to an entity other than the Governmental Entity.

15. Obligations Upon Termination. Termination of the Agreement does not affect either Party's respective rights or obligations under this Agreement as to any Payment transaction submitted for processing prior to the date of termination. Notwithstanding any termination of this Agreement:

- a. Governmental Entity shall continue to be responsible for any and all fees, chargebacks or returns, or incurred pursuant to this Agreement.
 - b. CiviTek may estimate the amounts of chargebacks or returns and other obligations, liabilities or expenses that it reasonably anticipates subsequent to termination, and Governmental Entity agrees to remit to CiviTek all such amounts within fourteen (14) days from the date of termination.
 - c. Any property furnished by CiviTek to the Governmental Entity remains the sole property of CiviTek, and Governmental Entity agrees to promptly return any equipment, display material, or other property furnished to Governmental Entity by CiviTek after termination.
 - d. CiviTek agrees to remit to the Governmental Entity any and all monies owed to Governmental Entity under the Agreement within seven (7) days from the date of termination in accordance with the processes set forth under this Agreement.
 - e. If at any time subsequent to termination, CiviTek discovers that it previously sent Erroneous Payments to the Governmental Entity, CiviTek agrees to promptly notify the Governmental Entity and provide reasonable documentation.
- 16. Notice.** All notices given under this Agreement must be in writing and personally delivered, mailed first class or via courier, e-mailed, or sent by FAX to the address specified below for CiviTek, or to the address specified in Exhibit B (Implementation Set-up/Change Form) for Governmental Entity, or such other address as either Party may provide to the other by written notice from time to time. Mailed notices are received two (2) Banking Days after mailed; notice by personal delivery, e-mail, courier or FAX is considered received when delivered.

To: *FACC Services Group, L.L.C. d/b/a/ CiviTek*
3544 Maclay Blvd.
Tallahassee, FL 32312
Attn: Michelle Seitzmeir, Contract Manager
FAX: 850-921-4119
E-mail: mseitzmeir@civitekolutions.com

17. Marks and Logos; Press Releases and Public Statements.

- a. Except as otherwise provided in this Agreement, neither Party may use any name, logo, trademark, service mark, or copyrighted material of the other Party without first obtaining the prior written approval of the other Party. Notwithstanding the foregoing, in an effort to assist Senders in making Payments to the Governmental Entity, CiviTek may use the Governmental Entity's name and logo in CiviTek's materials displayed at physical locations where payments are initiated.
- b. Each Party agrees that it will not make any press release or other public statements or communication regarding the other Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, unless such Party reasonably believes it is required to do so by applicable law or regulation. CiviTek may issue an initial press release announcing the Governmental Entity's relationship with CiviTek within a reasonable period after the Agreement has been executed by the Parties.

18. Confidential Information.

- a. "**Confidential Information**" means nonpublic information revealed by a Party (whether in writing, orally, or by another means) to the other including: (i) information expressly marked or disclosed as confidential, or information which a reasonable person would appreciate as confidential, (ii) information traditionally recognized as proprietary trade secrets, (iii) all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, programs, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which may be identified with the legend "CONFIDENTIAL" and (iv) all copies thereof; "**Disclosing Party**" means a Party that discloses Confidential Information to the Receiving Party; and "**Receiving Party**" means a Party who receives Confidential Information from the Disclosing Party.
- b. The Receiving Party agrees to keep in confidence and use at least the same degree of care it uses to protect its own confidential or proprietary information, Confidential Information. The Receiving Party also agrees not to use such Confidential Information for any purpose except as contemplated by this Agreement without the prior written consent of the Disclosing Party, and not to disclose any Confidential Information received by it from the Disclosing Party to any third party or to any person or person(s) affiliated in any manner with the Receiving Party other than those involved in the relationship with the Disclosing Party.
- c. Both Parties agree: (a) to maintain administrative, technical and physical safeguards to guard the security and integrity of Confidential Information and to implement appropriate information security and disposal measures, which are designed to meet the requirements applicable to the Party under applicable law and this Agreement; (b) to implement written information security and disaster recovery plans; and (c) to comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Confidential Information.
- d. Exclusions. The restrictions set forth in this Section do not apply to any information that: (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party.
- e. Upon request of the other Party, each Party agrees to return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party or to promptly certify in writing the complete destruction of such materials to the other Party. Notwithstanding the foregoing, each Party is entitled to retain (and not return or destroy) sufficient information to maintain legally required records to support their business functions, but only to the extent as legally required.

- f. Each Party acknowledges that breach of this provision by it would result in irreparable harm to the other Party, for which monetary damages would be an insufficient remedy, and therefore that the other Party is entitled to seek injunctive relief to enforce the provisions of this Section.

19. Use and Protection of Personal Information.

- a. **General.** The Governmental Entity is the owner of the primary relationship between the Governmental Entity and any Sender utilizing the Services. All information relating to that relationship that is received by CiviTek from the Governmental Entity, such as the Sender's account number with the Governmental Entity, is owned by the Governmental Entity and constitutes Confidential Information of Governmental Entity. All information related to the money transmission relationship between Sender and CiviTek, such as CiviTek's internal reference number, is owned by CiviTek and constitutes Confidential Information of CiviTek as described above.
- b. **Nonpublic Information.** To the extent applicable, each Party agrees to protect and keep confidential all personally identifiable information about or pertaining solely to the other Party's customers. For purposes of this Section, "nonpublic personal information" ("NPPI") refers to the personally identifiable information described in the preceding sentence and has the same meaning as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999, (P.L.106-102) and its applicable regulations. Each Party agrees to collect and use the other Party's NPPI only to exercise the rights and perform the obligations for which such information was disclosed, as specifically set forth in or clearly implied by this Agreement. Neither Party may reuse the other Party's NPPI and agrees to destroy it or return it to the other Party, at such Party's request, if a Party does not have a specific business purpose under the Agreement to retain it; provided, however, that a Party may use its own customer information about an individual who has purchased a product or service from such Party and is thereby a customer of such Party.
- c. **Permitted Disclosure of NPPI.** Unless prohibited elsewhere in this Agreement, a Party may disclose NPPI (i) to the affiliates of the Party; (ii) in the ordinary course of its business to its affiliates or third party service providers to carry out the purposes for which such NPPI was disclosed to such Party; or (iii) if such disclosure is authorized by law.
- d. **Security Breach.** The Receiving Party agrees to implement response programs that specify actions to be taken when the Receiving Party detects actual or suspected unauthorized access to information or systems. As part of such response programs, the Receiving Party agrees to notify the Disclosing Party promptly of any breach, or suspected or attempted breach, of its security related to areas, locations, or computer systems which contain any Confidential Information and to cooperate with the Disclosing Party to assist in regaining possession of the Confidential Information and prevent its further unauthorized use, and take any necessary remedial actions.

20. Audit. Either party may, upon reasonable notice to the other party audit the other party's books and records related to this Agreement in the event any breach of this Agreement is suspected.

21. Error/Fraud Prevention and Investigations. In an attempt to reduce the occurrence of any remittances or overpayments made in error or fraud related to the Service, CiviTek may utilize various tools to help ensure the accuracy of the information transmitted between the Parties and the validity of the transactions. The Governmental Entity will cooperate in good faith to help ensure the accuracy of information transmitted between the Parties and will implement appropriate changes requested by CiviTek within a reasonable time after their development. CiviTek may make any changes to the systems used by the Governmental Entity or Senders that it deems necessary in its sole discretion to help reduce erroneous or fraudulent payments.

22. Regulatory Examination. Each Party agrees to provide the other Party with such information and reasonable assistance as may be necessary for the requesting Party's legal or regulatory compliance with respect to its role in the Services, subject to assurances to maintain the confidentiality of information and subject to applicable privacy, confidentiality, and other laws. Each Party accordingly agrees to fully cooperate with requests by the other Party or its regulators and to promptly provide access to such personnel, facilities, information, books or records as may be requested with regard to its role in the Services.

23. Assignment; Subcontractors. Governmental Entity may not assign this Agreement without the prior written consent of CiviTek, and such consent shall not be unreasonably withheld. Governmental Entity agrees that the Services or any portion thereof as determined by CiviTek may be performed by an affiliate of CiviTek, as CiviTek's subcontractor.

24. Amendments. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

25. **Severability.** In the event that any part of this Agreement is deemed by a court, regulatory authority, or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect, and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.
26. **Waivers.** Neither Party will be deemed to have waived any of its rights, power, or remedies hereunder except in writing signed by an authorized agent or representative of the Party to be charged. Either Party may, by an instrument in writing, waive compliance by the other Party with any term or provision of this Agreement on the part of the other Party to be performed or complied with. The waiver by either Party of a breach of any term or provision of this Agreement is not to be construed as a waiver of any subsequent breach.
27. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that the proper venue for any litigation arising out of this Agreement shall be the appropriate federal or state court sitting in Leon County, Florida.
28. **Force Majeure.** Neither Party will be deemed in default of its obligations to the extent that the performance of any such obligation is prevented or delayed by war, insurrection, fire, flood, riot, acts of terrorism, strikes, acts of God, telecommunications failures or errors, systematic internet failure, including but not limited to interruptions by service providers, or any similar event or circumstance not caused, in whole or in part, by such Party, and which is beyond the reasonable control of such Party.
29. **Independent Contractors.** It is expressly agreed that the Parties are acting as independent contractors and not as joint venturers, partners, employer-employee, principal-agent or other similar business arrangements. This Agreement is not to be construed as authority for either party to act for the other party in any agency or another similar capacity.
30. **Counterparts.** This Agreement may be executed in multiple counterparts, which may be combined to form one final binding agreement.
31. **Survival.** The provisions of this Agreement that by their terms survive any termination or expiration of this Agreement shall so survive in accordance with their terms. In addition, without limiting the generality of the preceding sentence, Sections 8, 9, 10, 11, 12, 13, 15, 18, 19, 20 and this Section, shall survive any expiration or termination of this Agreement or any Services provided hereunder. Expiration or termination shall not affect the obligation of either Party arising prior to termination.

TRAFFIC CITATION PAYMENT SERVICE (TCPS)

Jefferson County Clerk of Court (“Governmental Entity”) has elected to receive the Traffic Citation Payment Service (“Service”), as specified in the Payment and Technology Solutions Services Agreement (the “Agreement”) entered into by Governmental Entity and FACC Services Group, L.L.C. d/b/a/ CiviTek (“CiviTek”) dated _____. The parties hereby agree that the following terms and conditions shall apply to Governmental Entity’s participation in the Service.

1. **Effective Date; Term.** This Service Order shall be effective and the Service shall commence on _____, _____. The Service shall continue to be provided and this Service Order shall be effective until terminated in accordance with the provisions of the Agreement.

Interface and Control Requirements. By utilizing the Service, Governmental Entity agrees to accept paid citation data with the following system interface and control requirements:

FIELD NAME	REQ-UIRED?	FIELD TYPE	MAXIMUM WIDTH
County Number	Y	INTEGER	2
UTC Number	Y	ALPHANUMERIC	15
Amount Paid (in pennies)	Y	INTEGER	7
Date of Payment	Y	MM/DD/YYYY	10
Payment Tracking Number	Y	INTEGER	10
Name of Citizen / Payer	Y	ALPHANUMERIC	120
DOB of Citizen / Payer	N	MM/DD/YYYY	10

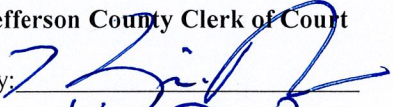
2. **Reimbursement.** If Governmental Entity so chooses below, CiviTek agrees to reimburse Governmental Entity at the rate of fifty cents (\$.50) per each participant traffic citation processed through the Service to compensate Governmental Entity for local transaction processing. Disbursement to Governmental Entity shall be made in full within one (1) business day of the availability of funds to the CiviTek either by the release by the appropriate financial institution or resolution of any outstanding issue(s) that has resulted in disbursement delay.

Yes- Governmental Entity agrees to receive reimbursement
 No- Governmental Entity declines to receive reimbursement

3. **Traffic Citation Payment Service Fee Schedule.** Service users that pay for the Service at the time of transaction utilizing an accepted credit or debit card shall be levied per transaction a Service Charge of 3.5% of the total transaction. Service users that pay for the Service at the time of transaction utilizing an electronic check shall be levied per transaction a Service Charge of \$5.00.

Acknowledged and Agreed:

Jefferson County Clerk of Court

By: 
 Name: Kirk B. Reams
 Title: Clerk/CFO
 Date: 1/24/17

Official Records Index Service

Jefferson County Clerk of Court (“Governmental Entity”) has elected to receive the Official Records Index Service, as specified in the Payment and Technology Solutions Services Agreement (the “Agreement”) entered into by Governmental Entity and FACC Services Group, LLC d/b/a/ CiviTek (“CiviTek”) dated _____. The parties hereby agree that the following terms and conditions shall apply to Governmental Entity’s participation in the Official Records Index Service.

1. **Effective Date; Term.** This Service Order shall be effective and the Official Records Index Services shall commence on _____, _____. The services shall continue to be provided and this Service Order shall be effective until terminated in accordance with the provisions of the Agreement.

2. **Statutory Fees and Handling Charges for Official Records Index Service Document Order Transactions.**

The parties agree to the following Statutory Fees and Handling Charges which shall be levied against documents ordered through Official Records Index Service:

A. Statutory Fees

Statutory fees levied against user pursuant to applicable state statutes pertaining to Official Records documents ordered are as follows:

Copy Charge	\$1.00/page (Section 28.24(5), F.S.)
Certification Charge	\$2.00/document (Section 28.24(3), F.S.)

B. Handling Charges

Handling Charges levied against user pertaining to the delivery of Official Records documents ordered through Official Records Index Service from Governmental Entity are as follows based on method of delivery elected by the user:

- Standard United States Postal Service (USPS) – Delivery costs shall be based on the flat rate of \$.75 per transaction.
- Facsimile (FAX) – Transmission costs shall be as delineated as follows:

<u>Number of Pages the Record Contains</u>	<u>Faxing Fee</u>
1- 5	\$0.75
6-10	\$1.50
11-15	\$3.00
16-20	\$5.00
21+	\$0.25/page

- Overnight/Expedited Delivery – Delivery costs shall be based on a flat rate of \$15.00 per shipment. Shipment being defined as a single document of one page or multi-documents of unlimited volume.

CiviTek shall establish a service agreement with an overnight/special delivery organization providing both business and residential statewide and national service. Within said arrangement, CiviTek shall be responsible for all related support activities and management, including customer service and tracking inquiries.

Governmental Entity shall be responsible for ordering shipping labels and envelopes from designated service provider (at no cost to Governmental Entity); notifying designated service provider of required pick-ups; and supporting on-line tracking system provided within the Administrative Module.

3. **Service Charge for Official Records Index Service Document Order Transactions.**

The parties have agreed to the following Service Charges, which shall be levied against each transaction pursuant to the Agreement and this Service Order.

Said Service Charges shall be levied based on the following classifications and due to CiviTek at the time of transaction unless otherwise provided.

A. Non-Subscriber Service Charge

A function user that pays for service at the time of transaction utilizing an electronic payment method (such as a Visa or MasterCard credit or debit card) shall be levied per transaction a Service Charge which shall be determined by the total number of pages as delineated below.

1-25 pages	\$3.50
26-50 pages	\$4.00
51-75 pages	\$4.50
76-100 pages	\$5.00
101-200 pages	\$7.00
201-300 pages	\$9.00
301-400 pages	\$11.00
401-500 pages	\$13.00
Marriage Records (regardless of pages)	\$5.00

B. Subscriber Service Charge

A function user that establishes an open account is billed monthly and paid through Automated Clearing House (ACH) transfer deposit. The annual subscription fee is \$120.00 for up to 5 users; additional users may be added for \$10.00 per user per year. The Service Charge for a subscriber shall be \$2.00 per document, plus statutory fees and handling charges as provided this Service Order.

C. Official Records Index Bulk Search Service Charge

A function user that contracts with CiviTek for high volume index access service shall be levied a per month service charge of \$1,000 which shall be paid monthly through ACH transfer deposits.

Acknowledged and Agreed:

Jefferson County Clerk of Court

By: 

Name: Kirk B. Reams

Title: Clerk/CFO

Date: 1/24/17

COURT CASE PAYMENT SERVICE

Jefferson County Clerk of Court (“Governmental Entity”) has elected to receive the Court Case Payment Service, as specified in the Payment and Technology Services Agreement (the “Agreement”) entered into by Governmental Entity and FACC Services Group, LLC d/b/a/ CiviTek (“CiviTek”) dated _____, 20___. The parties hereby agree that the following terms and conditions shall apply to Governmental Entity’s participation in the Court Case Payment Service.

1. **Effective Date; Term.** This Service Order shall be effective and the service shall commence on _____, 20___. The service shall continue to be provided and this Service Order shall be effective until terminated in accordance with the provisions of the Agreement.

By utilizing the service, Governmental Entity agrees to accept payment data with the following web interface and control requirements:

FIELD NAME	REQ-UIRED?	FIELD TYPE	MAXIMUM WIDTH
Name (as it appears on card)	Y	ALPHANUMERIC	64
Card Number	Y	NUMERIC	16
Expiration Dates	Y	MM/YYYY	6
CVV	Y	NUMERIC	4
Country	Y	Drop Down List	
Address 1	Y	ALPHANUMERIC	128
Address 2	N	ALPHANUMERIC	128
City	Y	ALPHANUMERIC	64
State	Y	ALPHANUMERIC	20
Zip	Y	Drop Down List	
Phone Number	Y	NUMERIC	10
Email	Y	ALPHANUMERIC	64

2. **Parameters.** Governmental Entity shall be responsible for providing CiviTek user, system and payment parameters as needed to establish and maintain the payment and reporting capabilities regarding Governmental Entity’s customer payments.
3. **Establishment of Website.** CiviTek shall establish and maintain a website for access by the public to search for court cases in which an online payment of court case-related fines and fees may be made. Governmental Entity consents to and agrees that the source of all court case information provided by CiviTek pursuant to this Addendum shall be the Comprehensive Case Information System (“CCIS”), or any successor to CCIS developed by CiviTek. The website will also provide for the processing of the desired court-related payment to the Governmental Entity, and will include reporting capability for use by the Governmental Entity and Governmental Entity’s customers, as desired.

4. **Reimbursement.** Disbursement to Governmental Entity shall be made in full within one (1) business day of the availability of funds to the CiviTek either by the release by the appropriate financial institution or resolution of any outstanding issue(s) that has resulted in disbursement delay.

5. **Fee Schedule.** Users that pay for service at the time of transaction utilizing an accepted credit or debit card shall be levied per transaction a Service Charge of 3.5% of the total transaction.

Acknowledged and Agreed:

Jefferson County Clerk of Court

By: 

Name: Kirk B. Reams

Title: Clerk/CFO

Date: 1/24/17