

July 19, 2021

Account Services Department  
AllPaid, Inc.  
7820 Innovation Blvd, Suite 250  
Indianapolis, Indiana 46278

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments ("NCTCOG") and AllPaid, Inc. ("AllPaid") ("Master Contract"), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the County's use of the Services are subject to the terms and conditions of the Master Contract, this Engagement Letter and any interlocal agreement between the County and NCTCOG. In particular, the County agrees to be bound by the Participant's obligations set out in the Master Contract.

The County may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the County; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to AllPaid **in writing**.

Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the County and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the County, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

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Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent  
Court Order 2021-XXX-07-19

cc: North Central Texas Council of Governments  
AllPaid, Inc. Legal & Compliance Department

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