

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and Collin County Sheriff's office ("Subscriber"), whose principal place of business is located at 4300 Community Ave, McKinney Tx, 75071, on the Go Live Date (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in item #21 on page 2 of this agreement.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with item #21 on page 2 of this agreement. The Cardholder shall pay a Service Fee, as defined in Attachment 1, to cover the cost of the transaction.
3. **TERM.** The term of this agreement shall be for a period of one (1) year from the Effective Date of the Agreement, with automatic one (1) year renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in item #21 on page 2 of this agreement.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
 - 6.1. Technical Representative. Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
 - 6.2. Data Maintenance and Backup Procedures. Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution commercially reasonably requests.
 - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
 - 6.4. Taxes: Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
 - 7.1. Exceptions: A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
 - 7.2. Use and Nondisclosure: The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable Payment Card Industry Data Security Standard (PCI-DSS) requirements.
9. **LIMITATIONS ON LIABILITY.** To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.

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9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.

10. INDEMNIFICATION. To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents. Govolution agrees to indemnify and hold Subscriber, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Govolution or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Subscriber, its employees or agents, and any third party claim of infringement or misappropriation of patents, copyrights, trade secrets, and trademarks..

11. NOTICES. Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC
100 Throckmorton St, Suite 1800,
Fort Worth, TX 76102

Subscriber:

Collin County Tx,
4300 Community Ave, McKinney Tx, 75071

Purchasing Agent
2300 Bloomdale Rd. Suite 3160
McKinney, TX 75071

County Administrator
2300 Bloomdale Rd. Suite 4192
McKinney, TX 75071

13. MODIFICATION. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

14. HEADINGS AND SUBSECTIONS. Section headings are provided for convenience of reference and do not constitute part of this Agreement.

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

12. ENTIRE AGREEMENT. This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.

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15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement 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 valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party which will not be unreasonably withheld; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.
18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of Collin County, Texas or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.
21. **FEES.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees, if applicable, can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due. In the instance where fees are being passed to the citizen, please refer to Attachment 1 – Pricing Schedule.

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ATTACHMENT 1 – PRICING SCHEDULE

The pricing options below reflect using payment and merchant services through Govolution’s Velocity Payment System and corporate processor, First American Payment Systems by Deluxe.

SERVICE FEE MODEL (CONVENIENCE FEE MODEL)

No Cost Solution to Subscriber

In a Service Fee (Convenience Fee) pricing model, the Cardholder makes payment for the sum of the principal amount plus an additional fee (“Service Fee”) to cover the cost of the transaction. The Subscriber will not be charged credit card or ACH processing costs. **The Service Fee pricing includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.** Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Subscriber. In addition, Govolution has typically absorbed any increases in interchange fees mandated by the credit card brand rules.

However, Govolution does reserve the right to request to increase the charged service fee if the card brands increase their interchange fees substantially.

SERVICE FEE MODEL FOR TAX, FINES, PERMITS – MISCELLANEOUS GOVERNMENT PAYMENTS

Payment Type	Service Fee Per Transaction To Citizen
Any Velocity Product	3.95% for Visa, MasterCard, Discover \$0.75 minimum

- The Subscriber will receive the payment amount settled into an account designated for the specific e-Government application (e.g., bond payments). Govolution will retain the service fee.


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SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
 - a. Govolution will charge credit card customer ("Cardholder") a "Service Fee" for each Card or Electronic Check transaction processed (the "Service Fee"), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
 - b. Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this Agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
 - c. With respect to all "refund" Card transactions that are substantiated by a Cardholder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber's depository bank account (the "Subscriber Bank Account") for the amount of the corresponding Subscriber Payment.
 - d. With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
 - e. Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
 - f. Govolution will notify each Cardholder of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card and obtain the Cardholders's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
 - g. Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.

2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
 - a. Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
 - b. Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
 - c. Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
 - d. Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
 - e. Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
 - f. Subscriber will make a commercially reasonable effort to promote the Services to Cardholders. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials

Subscriber:
By: _____
Name: _____
Title: _____

Govolution
By: 
Name: Mike Johnson
Title: President