



**SERVICE PROVIDER AGREEMENT
CREDIT CARD AND ECHECK PROCESSING
for Government Entities**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Govolution, LLC ("Deluxe"), with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 and Sabine County, TX Tax Assessor Collector ("Agency"), 201 Main St (street address), Hemphill, TX 75948, (Agency phone), (Agency website).

RECITALS

WHEREAS, Agency desires to accept electronic payments from individuals or entities ("Customers") which may include payments by Credit Card, pin-less Debit Card, pin-entry Debit Card and electronic ACH ("Agency Payments").

WHEREAS, Deluxe is a third-party service provider that desires to process Agency Payments on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Deluxe to act on behalf of Agency in providing the Services and Deluxe 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:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions. "ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Deluxe.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Deluxe and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for access by Deluxe to credit and debit financial payment transactions under this agreement.

"Agency Bank Account" is the bank account Agency has established with Agency Bank for credit card and debit card deposits and/or settlement of ACH credit and debit entries from Agency's Customers as provided under the terms of this Agreement, and any Exhibits attached hereto. The Agency Bank Account will also be used for credits and debits incurred in connection with any chargebacks, refunds, reversed or returned electronic payments.

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

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

"Card Brands" 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.

Service Provider Agreement, continued

"Service Fee" means the fee charged by Deluxe 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 Agency's customer or taxpayer who submits a payment through Deluxe for processing.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and 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.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

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

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Deluxe to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Deluxe as the account to be used for, and in conjunction with Deluxe's automated clearing house transactions.

2. DELUXE'S OBLIGATIONS. Deluxe shall provide the Services as follows:

A. Deluxe will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, pin-entry debit card (if Agency is utilizing debit-capable equipment), and ACH Entries. These Agency Payments may be made through Deluxe'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 Deluxe from time to time.

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

C. Deluxe shall collect and transmit Agency Payments from Customers using Mastercard, Visa, Discover, American Express, and the Debit Card Networks, or transmit to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Deluxe and ODFI, as applicable.

D. Deluxe may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Service Fees that Deluxe may charge to Agency's Customers. Deluxe, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Deluxe will cause all funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Deluxe shall retain all Service Fees collected by it hereunder.

E. Deluxe shall charge Agency the fees outlined in Exhibit A in consideration for Deluxe's provision of the Services to Customers as provided for in this Agreement.

F. Deluxe will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the

Service Provider Agreement, continued

Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's account.

G. Deluxe will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee. For ACH Entries, the express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the Service Fee payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Deluxe will store a copy of the authorization and produce a copy upon request.

H. Deluxe 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. Deluxe 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. Deluxe will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands, Debit Card Networks, NACHA and/or Deluxe's ODFI, as applicable.

K. Deluxe will accept American Express Card on behalf of Agency. The Discount associated with such Charges on behalf of Agency to Deluxe shall be paid to American Express by Deluxe. Payments for charges submitted on behalf of Agency shall be paid directly to Agency.

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

M. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Deluxe a limited amount of time to dispute a Chargeback or issue a refund. Deluxe will provide reports to Agency of any Chargebacks either prior to or on the day the Chargeback is posted to Agency's bank account. American Express will deduct any Chargebacks from amounts owed to Agency for Charges. In the event a refund must be issued, Deluxe will contact Agency and Agency will immediately issue a memo authorizing Deluxe to refund the transaction, however, Deluxe 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 Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Deluxe without the related Charge also being charged back to the Agency. American Express will accept proof of the refund process in the event of a Dispute, and not allow the Chargeback.

N. American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Deluxe. Deluxe will retrieve all requested information relating to the Disputed Charge and provide such to American Express. In the event a Service Fee is disputed by the cardholder, the payment of that Charge will also be treated as contested. If the Disputed Charge results in a reversal of the Charge, both payment of that Charge and the Service Fee will be charged back by American Express. Agency payments will be charged back to Agency, Service Fees will be charged back to Deluxe. In no case shall a Service Fee be charged back to Deluxe Payments without the related Charge also being charged back to Agency.

O. Agency will reimburse Deluxe 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 refund or Chargeback, where Deluxe is unable to collect amounts owed by Agency to Deluxe, Agency agrees to make amounts owed available to Deluxe in immediately available funds.

P. Agency will also reimburse Deluxe for any reversed or rejected electronic ACH Entries or for any shortfalls or amounts Deluxe is unable to collect from Agency's customers.

Q. Deluxe shall implement policies and procedures to maintain the security of cardholder data that Deluxe possesses, stores, processes or transmits on behalf of Agency, or to the extent that Deluxe could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements. If Agency has any access to protected cardholder data, Agency will also comply with applicable PCI-DSS requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at <https://www.deluxe.com/content/dam/deluxe/us/en/home/policy/Government-Terms-and-Conditions.pdf> 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 Third Party Processing Agreements with an ODFI, and agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, to the extent permitted by law, including without limitation with respect to the use of specific Card logos and marks. Agency also agrees to comply with the rules promulgated by the National Automated Clearing House Association ("NACHA") as modified from time to time.

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

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

D. Agency acknowledges and agrees that Deluxe will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Deluxe and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Deluxe. Agency is not a third party beneficiary of any Third Party Processor Agreement between Deluxe and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Deluxe for the performance of the processing services specified herein.

E. Deluxe 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, Deluxe information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

F. 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.

G. Agency agrees that Deluxe will be its exclusive provider of electronic payment services and that Agency will not procure similar services from any other party during the Term of this Agreement.

4. ADDITIONAL MATTERS

A. Confidentiality. Unless disclosure is required by applicable law, 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 Deluxe's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Deluxe 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 Deluxe may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Deluxe.

B. Relationship of Parties. The performance by Deluxe 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 Deluxe 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 Deluxe's role in providing the Services, Deluxe grants to Agency a revocable, non-exclusive, royalty-free license to use Deluxe's logo and other service marks (the "Deluxe 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,

Service Provider Agreement, continued

copyrighted image, text, script (including, without limitation, any script used by Deluxe on Deluxe's website) or other intellectual property right of Deluxe. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Deluxe.

E. Force Majeure. Deluxe is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, Deluxe's compliance therewith or government proration, regulation, or priority, or any other cause beyond Deluxe's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Deluxe'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: AGENCY NAME Sabine County, TX Tax Assessor Collector

ADDRESS * 201 Main St

CITY, STATE ZIP Hemphill, TX 75948

EMAIL ADDRESS martha.stone@co.sabine.tx.us

DELUXE: Attn: General Counsel

100 Throckmorton Street, Suite 1800

Fort Worth, TX 76102

MSLegalNotices@Deluxe.com

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Limitation of Liability. In no event will Deluxe or American Express be responsible for damages 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 Agreement shall remain in full force and effect.

K. Term; Termination. The initial term of this Agreement will begin upon the Effective Date (as defined below) and continue in full force and effect for one (1) year. Thereafter, the Agreement will automatically renew for additional one-year periods unless either party give the other party written notice of non-renewal prior to the end of the applicable term. Either party may terminate this agreement during the initial term or any renewal term upon thirty (30) days' advance written notice to the other party. In addition, Deluxe's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, NACHA, federal, state and local laws or regulations applicable to the Services. In the event Deluxe receives a written directive from banking regulators, NACHA, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate, termination shall be immediate upon such event.

L. 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 in which Agency is located.

M. 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 Deluxe 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 Deluxe.

Service Provider Agreement, continued

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Deluxe 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.

O. 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.

P. 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.

Q. Authority to Sign. Each party represents that the individual who signs this Agreement has authority to do so and to bind it to the terms and conditions of this Agreement. Each party further represents that they are authorized to sign and enter into this Agreement on behalf of their subsidiaries, affiliates and licensees that will accept and utilize the Services provided under this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date last signed below (the "Effective Date").

AGENCY: Sabine County, TX Tax Assessor Collector

By: _____	_____
Agency Signature	Agency Signature - Second Signature (if required)
<u>Martha Stone</u>	_____
Printed Name and Title	Printed Name and Title
<u>martha.stone@co.sabine.tx.us</u>	_____
Email Address	Email Address
_____	_____
Date	Date

DELUXE

By: _____

Authorized Representative Signature

Mike LoMurro, President

Printed Name and Title

Date

EXHIBIT A - SCHEDULE OF FEES

Confidential

AGENCY: Sabine County, TX Tax Assessor Collector

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

SCHEDULE OF SERVICE FEES: CREDIT/DEBIT

Deluxe and Agency agree that Deluxe may charge Customers the following Service Fee (as applicable) for payments:

2.35% or a minimum of \$2.00 when Customer uses a **Credit card**.

2.35% or a minimum of \$2.00 when Customer uses a **Consumer Debit card**.

SCHEDULE OF SERVICE FEES: IVR CREDIT/DEBIT

Deluxe and Agency agree that Deluxe may charge Customers the following Service Fee (as applicable) for IVR payments:

2.35% or a minimum of \$2.00 when Customer uses a **Credit card**.

2.35% or a minimum of \$2.00 when Customer uses a **Consumer Debit card**.

SCHEDULE OF SERVICE FEES: ACH (ECHECK)

Deluxe and Agency agree that Deluxe may charge Customers the following Service Fee (as applicable) for payments:

\$2.00 when Customer initiates an **ACH debit entry**.

SCHEDULE OF SERVICE FEES: IVR ACH (ECHECK)

Deluxe and Agency agree that Deluxe may charge Customers the following Service Fee (as applicable) for IVR payments:

\$2.00 when Customer initiates an **ACH debit entry**.

SCHEDULE OF FEES: MISCELLANEOUS

Deluxe and Agency agree to the following provisions:

Item	Fee

The above fees are subject to change by Deluxe upon thirty (30) days' advance written notice to Agency.

Service Provider Agreement, continued

By: _____
Agency (signature)

Date

Agency (second signature - if required)

Date

DELUXE

By: _____
Deluxe (signature)

Date

EXHIBIT B - AGENCY BANK ACCOUNT

Confidential

This Exhibit B to the Services Provider Agreement between Deluxe and Agency provides as follows:

AGENCY: Sabine County, TX Tax Assessor Collector

BANK ACCOUNT INFORMATION

The undersigned authority authorizes DELUXE to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____

Contact Telephone: _____ Email: _____

Bank Routing #: _____ Bank Account/DDA # (last 4 only): _____

Name on Agency Bank Account: _____

*** YOU MUST PROVIDE A VOIDED CHECK OR A SIGNED BANK LETTER DATED WITHIN THE LAST 90 DAYS
FOR THE ABOVE-REFERENCED BANK ACCOUNT ***

By: _____
Agency (signature) Agency (second signature - if required)

Date Date

DELUXE

By: _____
Deluxe (signature)

Date

EXHIBIT C - SCHEDULE OF EQUIPMENT COSTS**Confidential**AGENCY: Sabine County, TX Tax Assessor Collector

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

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico Desk 2600	\$0.00		\$0.00
	\$		\$0.00
	\$		\$0.00
Implementation Fee:	\$		
Equipment Total:			\$0.00

AGREEMENT (IF NO PAYMENT TYPE IS SELECTED, ACH PAYMENT WILL BE USED)

ACH: Agency hereby authorizes Deluxe or its designee to automatically withdraw all amounts owed in conjunction with the above Equipment Cost by initiating ACH debit entries from Agency's Bank Account. The authority is to remain in full force and effect until all obligations of Agency have been performed and paid in full or Deluxe or its designee has received written notification from Agency of its termination in such a manner as to afford Deluxe or its designee reasonable opportunity to act on it. In the case that any ACH's are not honored by the Agency's Bank Account for any reason, the Agency agrees to make amounts owed available to Deluxe in immediately available funds.

Check #: _____ (MAKE CHECKS PAYABLE TO DELUXE)

SHIPPING ADDRESS

(IF NO ADDRESS IS LISTED,
THE MERCHANT ACCOUNT
ADDRESS WILL BE USED)

By: _____
Agency (signature) Agency (second signature - if required)

Date Date

DELUXE

By: _____
Deluxe (signature)

Date