

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is made effective as of January 17, 2025 (the “Effective Date”) by and between Integrated Payment Solutions, LLC, with an address of 5131 Payne Dr., Baton Rouge, Louisiana 70809 (“PAYSTAR”), and _____, with an address of _____ (“Agency”). Each of PAYSTAR and Agency may be individually referred to herein as a “Party” and, collectively, as the “Parties”.

WHEREAS, PAYSTAR is in the business of providing services to third parties using its proprietary Platform (defined below) which facilitate the online payment or collection of account receivables, fines, fees, taxes, utility bills, and other similar amounts, via credit or debit cards or ACH transactions and providing other services that are ancillary thereto; and

WHEREAS, Agency, as part of its business operations, has a need to receive the payment of, or to otherwise collect, such amounts, desires to engage a provider of services relating to such receipt or collection, and desires to enter into this Agreement to engage PAYSTAR for the performance of such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SERVICES.

1.1. Scope. PAYSTAR will perform (or otherwise make available) the Services and functions described in Section I of Appendix 1 for Agency, which includes the facilitation of electronic payments that is provided via the PAYSTAR Payment Platform and its associated modules, web applications, and configurable features (collectively the “Platform”).

1.2. Agency Responsibilities. PAYSTAR’s performance of the Services is dependent upon Agency’s proper performance of the Agency ‘Dependencies and Obligations’ as set forth in in Section II of Appendix 1, and PAYSTAR shall not be responsible for any liabilities or Services failure arising out of Agency’s failure to perform or provide these responsibilities.

1.3. Support. PAYSTAR will provide Agency with customary maintenance and support services relating to its use of the Platform that are consistent with those provided to its customers, generally.

1.4. Updates. As part of the Services, PAYSTAR will make all updates, bug fixes, and minor enhancements to the Platform (collectively, “Updates”) available to Agency that, in each case, are made available by PAYSTAR at no additional charge to its other customers. PAYSTAR shall have the right to make such Updates to the Platform from time to time at its discretion, so long as they do not result in a material degradation to the functionality of

the Platform. All references to the Platform hereunder shall be deemed to include such Updates.

1.5. Upgrades. PAYSTAR may, from time to time, offer to Agency those enhancements, improvements, developments, new versions, new releases and other changes of or to the Platform that it makes generally available to its other customers for a separate fee or an increase to its then-current fees (“Upgrades”). In such case, PAYSTAR will provide Agency with written notice thereof, which notice will include (i) a description of the subject Upgrade, (ii) the Fees or changes to the then-current Fees that is required in connection with the subject Upgrade, and (iii) any changes or additions to the terms of this Agreement that would be required in connection with the subject Upgrade. Following such notice, Agency shall have a reasonable opportunity to review the contents thereof and inform PAYSTAR whether it desires to accept the subject Upgrade and its related Fees and changes, or to forego receiving the same. All references to the Platform hereunder shall be deemed to include any such Upgrades that are accepted by Agency.

1.6. Usage Restrictions. In connection with its use of the Platform, Agency shall not, directly or indirectly: (i) sell, transfer, barter, trade, license, modify or copy the Platform; (ii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of any part of the Platform or access the Platform in order to build a similar or competitive product or service; (iii) copy, reproduce, distribute, republish, download, display, post or transmit, in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any portion of the Platform; (iv) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Platform; (v) permit or attempt to gain any unauthorized use of or access to the Platform; (vi) remove any product identification, proprietary, copyright, or other notices contained in the Platform; (vii) operate the Platform on behalf of or for the benefit of any third party (i.e., on a service provider, outsourced, or service bureau basis); (viii) send or store, or allow any third party to send or store, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (ix) interfere with or disrupt the integrity or performance of the Service or the data contained therein.

2. FINANCIAL PROVISIONS.

2.1. Fees. The fees payable to PAYSTAR in respect of its provision of the Services shall be the amounts payable by Agency (the “Agency Fees”) and/or the customer of Agency that is paying amounts due to Agency using the Platform (each, an “Agency Customer”, and such fees, the “Customer Fees”), in each case as set forth in Appendix 2, as modified by Section 2.2 (the Agency Fees and the Customer Fees, together, the “Fees”).

2.2. Fee Modification. PAYSTAR reserves the right to modify the applicable Customer Transaction Fees under this Agreement at any time upon forty-five (45) days’ notice to Agency (i) as required to account for increases incurred by PAYSTAR on Network Fees from credit card processors, bank card issuers, payment associations, or ACH and check

processors. Further, starting upon the two (2) year anniversary of the Go Live Date and every two (2) years thereafter, PAYSTAR may, on at least forty-five (45) days' notice to Agency, increase the then-current Fees by no more than the greater of (a) the change in CPI during the corresponding prior two (2) year period and (b) six percent (6%).

2.3. Taxes. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. PAYSTAR may assess and/or collect such taxes, levies, or duties against Agency and Agency shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on PAYSTAR's income.

2.4. Invoices; Payment Terms. PAYSTAR shall invoice Agency on a monthly basis for the Agency Fees payable in respect of the then-prior month. All such invoices shall be due and payable according to Agency processes. If Agency believes that Agency's bill or payment is incorrect, then Agency must provide written notice to PAYSTAR no later than forty-five (45) days after the earlier of (a) the invoice date and (ii) the payment date of the amount in question. If Agency does not provide such notice during this period, the amounts shall be considered correct and Agency shall be deemed to waive any claims to the contrary.

2.5. No Other Charges. Except for the Fees listed in Appendix 2, PAYSTAR is responsible for all Network Fees, costs and expenses incurred in or incidental to its performance under this Agreement, including all costs of any materials supplied by PAYSTAR, and all of PAYSTAR's other costs of doing business, including, but not limited to, any applicable amounts payable under third party merchant payment processing agreements.

3. TERM; TERMINATION.

3.1. Term. This Agreement will commence upon the Effective Date and continue for a period of one (1) year after the Go Live Date (the "Initial Term") and will automatically renew for successive one (1) year terms (each, a "Renewal Term", and all Renewal Terms together with the Initial Term, the "Term") unless terminated as set forth herein.

3.2. Termination for Convenience. Either Party may terminate this Agreement after the Initial Term by providing written notice to the other Party of its desire not to renew no less than thirty (30) days.

3.3. Termination for Breach. Either Party may terminate this Agreement upon notice to the other Party if such other Party commits a material breach of this Agreement, which breach is not cured within thirty (30) days after receipt of a notice from the non-breaching Party specifying in reasonable detail the nature of the subject breach.

3.4. Effect of Termination. Upon any termination, (i) Agency shall remain responsible for the payment of any Fees that are due for Services performed (including, but not limited to, any Agency Customer payments processed) prior to the effective date of termination,

and (ii) Agency's, and all Agency Customers', access to the Platform will be disabled upon the effective date of termination unless otherwise agreed to in writing by PAYSTAR.

4. PROPRIETARY RIGHTS.

4.1. PAYSTAR IP. As between the Parties, PAYSTAR does and shall exclusively own (i) any and all Intellectual Property in the Platform, and (ii) any and all Intellectual Property used by PAYSTAR to perform the Services or that is developed by PAYSTAR in connection with the performance of the Services, but excluding any embodied Agency Confidential Information (collectively, "PAYSTAR IP"). For purposes of this Agreement, "Intellectual Property" means all intellectual property rights related to a given technology, including procedures, designs, inventions, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

4.2. No Other Rights. Agency's right to access and use the Platform is nontransferable, nonexclusive, and is subject to the requirements and restrictions of this Agreement. Agency does not acquire any rights in the Platform or any PAYSTAR IP, express or implied, other than the right of access and use that is expressly provided under this Agreement, and all rights not expressly granted are reserved by PAYSTAR.

5. INFORMATION SECURITY; DATA.

5.1. PAYSTAR Data Security. In connection with its performance of the Services, PAYSTAR shall comply with the applicable requirements of PCI-DSS, and with any other security related requirements or obligations set forth in Appendix 1.

5.2. General. Each Party shall be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that such Party's use of any network or internet connection is secure and is used only for authorized purposes.

5.3. Agency Data. Agency grants to PAYSTAR and its service providers and affiliates a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute all data relating to Agency Customers that is provided or otherwise made available to PAYSTAR in connection with the Services ("Agency Data"), including but not limited to names, addresses, and email addresses, as well as obtain email addresses of Agency's Customers by using Agency Data that has been provided or made accessible to PAYSTAR or any of its service providers or affiliates, solely for the purposes of: (i) communicating or sending to Agency Customers (and/or their agents) information designed to inform, promote, and encourage Agency Customers (and/or their agents) to use the Services including, without limitation, paying bills online, enrolling in autopay, and

enrolling in paperless billing, and (ii) creating and using aggregated and anonymized data and analysis for purposes of improving the Services.

6. CONFIDENTIALITY.

6.1. Definitions.

- 6.1.1. “Confidential Information” means any non-public information of the disclosing Party that is either marked as being “Confidential” or “Proprietary” or under the circumstances of disclosure or due to the nature of the information should reasonably be considered confidential. Confidential Information does not include information that (i) is in or enters the public domain without breach of this Agreement and through no act of the receiving Party, (ii) the receiving Party was lawfully in possession of without any obligation of confidentiality or nondisclosure prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party’s Confidential Information, or (iv) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
- 6.1.2. “Receiver Personnel” means the directors, officers, employees, agents, contractors, accountants, auditors and legal and financial advisors of a Party who (i) need to know such Confidential Information in order to allow such Party to perform its obligations or exercise its rights under this Agreement and (ii) are under confidentiality, privacy and data security obligations at least as protective as those set forth in this Agreement as applicable and with respect to the kinds of Confidential Information those personnel receive where such obligations are memorialized in written, valid and enforceable agreements with such entities.

6.2. Use of Confidential Information; Protective Measures.

- 6.2.1. The Confidential Information of each Party is the property of that Party, and other than as set forth in this Agreement, the receiving Party obtains no interest in or to the Confidential Information of the disclosing Party.
- 6.2.2. The receiving Party shall use at least the same degree of care to protect the disclosing Party’s Confidential Information as it uses to protect its own Confidential Information of like nature, but shall use at least reasonable care.
- 6.2.3. Each Party shall: (i) hold in confidence all Confidential Information of the other Party; (ii) use such Confidential Information only to perform its obligations or exercise its rights under this Agreement; and (iii) not transfer, display, convey or otherwise disclose or make available such Confidential

Information to any person or entity except to its respective Receiver Personnel.

- 6.2.4. The receiving Party shall cause any person or entity to which it discloses the disclosing Party's Confidential Information to handle such Confidential Information in compliance with this Agreement and is liable to the disclosing Party for any failure of persons or entities to do so to the same extent as if such failure had been that of the receiving Party. This clause will not be interpreted as permission for the receiving Party to disclose the disclosing Party's Confidential Information to any person or entity that does not meet the definition of Receiver Personnel.
- 6.2.5. The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action on the condition that the receiving Party (i) promptly delivers notice of the impending disclosure to the disclosing Party such that the disclosing Party will have a reasonable opportunity to obtain a protective order, (ii) complies with all reasonable directions of the disclosing Party with respect to such disclosure, and (iii) assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. If there is not sufficient time to provide such notice to the disclosing Party, the receiving Party shall provide such notice to the disclosing Party as soon as practicable and disclose the minimum amount of Confidential Information legally required.

6.3. Destruction of Confidential Information. Upon notice from the disclosing Party or upon the effective date of the termination of this Agreement, the receiving Party shall (a) at its own expense, promptly destroy the disclosing party's Confidential Information and, upon request of the disclosing Party, provide the disclosing Party with certification of such destruction, and (b) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form, except in either case for (x) any Confidential Information that the receiving Party is required to retain pursuant to any applicable law, (y) executed original copies of any contractual documents or other materials customarily held by the receiving Party as archival material, and (z) any Confidential Information stored by the receiving Party in such a way that it would be commercially impracticable to delete such Confidential Information. With respect to Confidential Information retained pursuant to the foregoing, the receiving Party's obligations under this Section will survive

the termination of this Agreement until the receiving Party destroys such Confidential Information.

7. WARRANTIES AND REPRESENTATIONS.

7.1. Services Warranty. PAYSTAR warrants to Agency that it shall perform the Services in a professional and workmanlike manner, consistent with the practices of providers of services similar to the Services.

7.2. Disclaimer. THE FOREGOING WARRANTY IS PAYSTAR'S SOLE AND EXCLUSIVE WARRANTY HEREUNDER. PAYSTAR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, (ii) ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION, AND (iii) ANY WARRANTIES IMPLIED BY LAW, BY THE COURSE OF DEALING BETWEEN THE PARTIES, OR OTHERWISE. FURTHERMORE, EXCEPT AS STATED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AGENCY AND THEIR CUSTOMERS, PAYERS, AND USERS SHALL ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED OR DISPLAYED THEREBY IS ACCURATE OR SUFFICIENT FOR THEIR OWN INDIVIDUAL PURPOSES.

7.3. Additional Exclusions.

7.3.1. PAYSTAR shall not be liable for the accuracy, validity, or correctness of Agency Data that is uploaded to the Platform or otherwise provided by Agency (including data provided by Agency Customers).

7.3.2. PAYSTAR shall not be liable for any errors or delays attributable to the acts or omissions of any bank or other third-party or payor involved in the transmission, processing or fulfillment of any payments or data generated thereby.

7.3.3. PAYSTAR shall, as the sole and exclusive remedy hereunder, correct any Services hereunder to the extent that the subject error was caused by PAYSTAR.

7.3.4. PAYSTAR, if applicable by Agency request, may be providing part of its Software to run inside Agency's infrastructure and systems in order to read Agency data or information and write PAYSTAR data or information from and to the Agency's infrastructure and systems. Agency's infrastructure and systems include any servers, databases, software, or hardware, whether owned or leased by Agency or are third party systems or products utilized by Agency. PAYSTAR shall request permission from an authorized Agency representative before any work or access to Agency's infrastructure and systems is taken by PAYSTAR. Agency shall provide the name and contact

information for such authorized representative. PAYSTAR shall not undertake any work or access until permission is received from such authorized Agency representative. Such permission shall be granting PAYSTAR the license and right to access, read, and write data or information from and to Agency's infrastructure and systems. With such permission, PAYSTAR shall not be liable for any errors or costs attributable to such work or access.

7.4. Agency Representations. Agency hereby represents and warrants to PAYSTAR as follows:

- 7.4.1. Each transaction submitted for processing under the Services (each, a "Transaction") represents a payment or refund of payment for a bona fide transaction between Agency and its customer.
- 7.4.2. The Transactions represent an obligation of the Agency Customer for the amount of the Transaction, and that the Transaction is valid and accurate.
- 7.4.3. The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Agency Customer.
- 7.4.4. The Transactions are free from any material alteration not authorized by the Agency Customer.
- 7.4.5. The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- 7.4.6. Neither Agency nor its employees has advanced any cash to the Agency Customer in connection with the Transaction, nor have you accepted payment for effecting credits to such Agency Customer.
- 7.4.7. Agency has made no representation or agreement for the issuance of refunds except as it states in their applicable return/cancellation policy, as made available to PAYSTAR and the Agency Customer.

8. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SERVICES, THE USE OF THE SERVICES, OR THE INABILITY TO USE THE SERVICES OR ACCESS THE PLATFORM). IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY PAYSTAR

PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP. HOWEVER, THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO VIOLATIONS OF THE USAGE RESTRICTIONS SET FORTH IN SECTION 1.6, OR THE INFRINGEMENT OF PAYSTAR IP. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF THIS LIMITATION OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

9. FORCE MAJEURE. If performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by causes beyond a Party's reasonable control (a "Force Majeure Event"), the Party unable to carry out its obligations shall give the other Party written notice of such event as soon as practicable, and the obligations of the Party invoking this provision (other than obligations of payment) shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or supplier failures. The excused Party shall use commercially reasonable efforts, under the circumstances of the Force Majeure Event, to avoid or remove such causes of non-performance and to perform notwithstanding the Force Majeure Event.

10. MISCELLANEOUS.

10.1. Entire Agreement. This Agreement (which includes all Appendices) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, between the Parties with respect to such subject matter. Any language or provisions contained on either Party's websites (other than those referenced in this Agreement) or product schedule, on any invoice, or contained in any shrinkwrap or clickwrap agreement (other than those referenced in this Agreement), will be of no force and effect and will not supersede, modify or amend this Agreement. This Agreement may be amended or modified only by a written agreement signed by the parties.

10.2. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will be unimpaired and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal or unenforceable will substantially impair the benefits of the remaining provisions hereof.

10.3. Governing Law; Venue. The laws of the state of Mississippi shall govern all matters arising out of this Agreement, excluding rules of conflicts of law that would result in the choice of another jurisdiction's laws. The Parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement.

The Parties hereby irrevocably consent to the jurisdiction of the courts in Mississippi with respect to all disputes arising out of or relating to this Agreement.

10.4. Notices. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered via electronic mail, in person, or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

10.5. Waiver. The failure of either Party to insist upon strict performance or to seek a remedy for breach of any term of this Agreement, or to exercise any right, remedy or election herein or permitted by law or equity, will not constitute or be construed as a waiver or relinquishment in the future of such term, right, remedy or election. Any consent, waiver or approval by either Party of any act or matter will not be effective unless delivered by notice signed by an authorized representative of the consenting, waiving or approving Party.

10.6. Relationship of the Parties. Nothing in this Agreement is intended or will be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder, and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein.

10.7. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles (including scanned images) of signatures.

10.8. Acknowledgement. The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

IN WITNESS WHEREOF, each of the Parties agree they have full legal and contractual authority to enter into this Agreement, and have executed this Agreement by and through its below authorized representative.

Agency: _____

Integrated Payment Solutions, LLC
d/b/a Paystar

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1

Scope of Services and Responsibilities

I. PAYSTAR's Scope of Services provided to Agency shall be the following:

PAYSTAR Tax Portal for County Taxes and Vehicle Tags

The Tax Portal is an application that enables Agency Customers to search for applicable taxes and vehicle tags based on criteria entered by the Customer, view those items and available details, and make a payment toward that tax or vehicle tag. Within the Tax Portal, PAYSTAR will:

1. Provide filtering features for Asset Type, Tax Year, and Payment Status, if such information is supplied by Agency, or its other vendors, to PAYSTAR.
2. Allow Customers to select the tax or vehicle tag owed and view greater detail of that obligation's specific items and amounts, if such information is supplied by Agency, or its other vendors, to PAYSTAR.
3. Provide a Cart, into which Customers can add or delete a tax or vehicle tag obligation.
4. Provide a Checkout process, from which Customers will pay their selected obligation and receive receipts of such Transactions.

Here, PAYSTAR will integrate its Tax Portal with Agency's tax billing system, DSM, via PAYSTAR'S standard integration with such system. And PAYSTAR will integrate its Tax Portal with MARVIN via a file exchange from MARVIN to Paystar.

Alternative/Concurrent use of Paystar Embedded Services and Agency System Integration

If Agency desires to use Paystar Embedded Services within the current customer portal system operated by Data Systems Management (hereinafter "DSM"), then such module shall be enabled alternatively to the above PAYSTAR Tax Portal for Agency county tax Transactions. The PAYSTAR Tax Portal shall still be deployed, however, concurrently with DSM's tax customer portal for use by Customers to make vehicle tag Transactions to Agency. The Embedded Services will reside in the Agency's current customer portal for use by Agency Customers. PAYSTAR's integration with Agency's tax billing system, DSM, will give the Agency's systems the ability to initiate payment sessions or other flows that are completed via a web session on PAYSTAR'S Software.

More details on the Embedded Services and the possible integration PAYSTAR will choose to perform with the Agency's systems can be found at <https://docs.paystar.io/api-docs/embedded-services>.

Also, under this decision option, PAYSTAR will still integrate its Tax Portal with MARVIN via a file exchange from MARVIN to Paystar.

PAYSTAR Agency Dashboard

The Agency Dashboard is an administrative portal that gives Agency staff access to reporting, Customer accounts, payment transactions, the ability to initiate payments or refunds/voids, etc. More specifically:

1. The Agency Dashboard includes a list of employee level based permissions access, which will allow certain employees to perform all functions within the Dashboard and others with less permitted access less functionality availability. Each Agency employee user of the Dashboard will have a unique ID attached to them and their level of permission access.
2. The Agency will be able to allow and discontinue access to the Dashboard for their employees.
3. The Agency will be able to access and receive standard reports. Such reports can be for a date range of activity determined at Agency direction. Reports can be viewed and downloaded in Excel, CSV, and PDF format.
4. Agency employees, based on permissions access, could be able to:
 - a. Run, view, and download standard reports.
 - b. Take payments within the Dashboard, if desired by Agency.
 - c. Search for and view Customers and their account details with Agency, including a Customer's payment activity, and, if applicable, bills, usage, and notes made on and to Customers.

Merchant Services and Payment Processing

1. PAYSTAR will arrange for Agency to contract and create a merchant account with an authorized merchant processor for processing and settlement of Transactions.
2. PAYSTAR will tokenize and transmit electronically all card Transactions to the authorized merchant processor in real time as the Transactions occur. PAYSTAR will submit all eCheck Transactions, if such payment method is enabled by Agency, via a batch file to Agency's authorized depository bank account or via an authorized merchant processor.
3. In regard to Chargebacks, Agency shall be responsible for all Chargeback amounts for the principal item/account receivable that was owed and paid to Agency by the Customer for the specific bill, fine, fee, permit, license, tax etc. that was due to Agency (a "Chargeback Amount"). In case of fraud, chargeback, or return issues, PAYSTAR and affiliates will work with the Agency in pursuing any fraudulent charges (e.g., stolen card) or chargeback issues (e.g., customer challenging a charge). In the case of such activity, the Agency will assist PAYSTAR in pursuing resolution. Once notified by PAYSTAR, Agency shall be responsible for resetting the principal paid item as not being paid and for pursuing collection against the Customer for fraudulent or reversed transactions.
4. PAYSTAR shall collect a Customer Transaction Fee at the point of the Transaction, of which fee will cover all Network Fees.

II. In order for PAYSTAR to fulfill its Scope of Services, Agency shall have the following 'Dependencies and Obligations' due to PAYSTAR.

1. Agency must provide to PAYSTAR all PAYSTAR requested Agency Data generated for Agency Customers. Agency represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to PAYSTAR and its service providers and affiliates any requested Agency Data, and that the license, rights, and permissions described herein and below will comply with all applicable laws and regulations with respect to any personal information of any of its Customers.
2. Agency shall report to PAYSTAR and immediately stop any copying or distribution of Agency Data or other information that is known or suspected to be unauthorized by Agency or Agency's Customers.
3. Agency is solely responsible for ensuring the secure transmission of any data that Agency transmits to PAYSTAR, and PAYSTAR shall have no liability thereof. Agency is solely responsible for adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Agency Data and Customer Data, protecting the confidentiality of any information stored on Agency's servers, and using the Services in the manner instructed by PAYSTAR.
4. Agency shall be solely responsible for ensuring that authorized Agency employees, contractors, and vendors are not security risks. Upon PAYSTAR'S request, Agency shall promptly provide PAYSTAR with any information reasonably necessary for PAYSTAR to evaluate security issues and/or concerns relating to any authorized Agency employee, contractor, or vendor.
5. Agency shall notify PAYSTAR immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
6. Agency shall complete a PAYSTAR authorized Merchant Processing Agreement for processing and settlement of Transactions, which Merchant Processing Application will authorize the merchant processor to initiate electronic credit entries, debit entries, and adjustments to an Agency's bank account for amounts due to or from it in connection with this Agreement.
7. Agency is responsible for all activity occurring under Agency's account with PAYSTAR and shall abide by all applicable laws and regulations as well as applicable card association rules, NACHA rules and Merchant Processing Agreements, in connection with Agency's and/or its employees and Customers' use of the Services, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data, and Agency shall be liable for all Network Liabilities that arise from Agency or its employees' actions or omissions.
8. Agency shall provide PAYSTAR with an authorized bank account for depositing of Transactions and debiting of any applicable Agency Fees or other contracted costs.
9. Agency shall cooperate with PAYSTAR to affect a timely implementation of the Services and securing the cooperation of Agency's software and service providers and providing to PAYSTAR the information required to integrate with Agency's billing and other applicable systems.
10. The utilization of the Services may further be subject to PAYSTAR'S Agency Terms and Conditions, which can be found at <https://home.paystar.io>.
11. In connection with Agency's Customer's use of the Services, their compliance needs with PAYSTAR'S Terms of Use and Privacy Policy can be found at <https://home.paystar.io>.

APPENDIX 2

Fees

Services Chosen by Agency - A ✓ below designates the services chosen by Agency. N/A means not applicable to this Agreement. PAYSTAR shall have the right to debit the Agency Fee costs, if any, on a monthly basis from an Agency specified bank account as agreed between the parties. Unless noted as Customer Fees, the below fees are Agency Fees.

	<u>PAYSTAR Platform and Services</u>	<u>Costs</u>
✓	PAYSTAR Platform (Tax Portal, Embedded Services, Agency Dashboard)	\$0.00 per month
✓	Custom Integration/Implementation	\$0.00
✓	Annual Maintenance	\$0.00
✓	Ongoing Support to Agency and Customers	\$0.00 for all support to Agency and its Customers during PAYSTAR's normal business hours.
✓	Card Swipe Devices	Fifteen (15) devices at \$0.00 each

Customer Transaction Fees - A ✓ below designates the applicable Customer Fees. N/A means not applicable to this Agreement.

✓	<u>Credit/Debit Card</u>			✓	<u>ACH</u>		
	Amount Range	Flat Fee	% Fee		Amount Range	Flat Fee	% Fee
	\$ 0.01 - \$ 1,999.00	\$ ____	2.35%		\$ 0.01 - \$ 1,999.00	\$1.00	_____
	Chargebacks - \$0.00 per item				Returns - \$0.00 per item		

If Agency's bank account does not have a sufficient balance to pay Agency Fees or other amounts due from Agency, then PAYSTAR or its service providers and affiliates may pursue one or more of the following options: (i) demand and receive immediate payment from Agency for such amounts; (ii) with notice, debit the Agency's bank account for the amount; (iii) reduce future settlement payments by the amount owed; (iv) withhold settlement payments to the Agency bank account until all amounts are paid; or (vi) pursue any remedies available at law or in equity.

APPENDIX 3

Definitions

The following definitions apply as used in the Agreement and in any Appendices:

"Agreement" means these terms and conditions, the Services Agreement, any Appendices, add on or amended Appendices, and any materials available on the PAYSTAR website specifically incorporated by reference herein;

"Agency", "you", or "your" means the PAYSTAR client that has executed or agreed to the Services Agreement and its attached Appendices, and their owners, members, officers, directors, employees, contractors, and agents.

"Agency Data" means invoices and bills of the Agency, the content of or information pertaining to a Customer's account with Agency, and any other data PAYSTAR agrees to allow to be uploaded to its Platform;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects/returns or reversals, disputes and other refunds or credits, that Agency previously presented to PAYSTAR for processing;

"Customer" shall include customers, payers, taxpayers, subscribers, and users of the goods or services of Agency;

"Effective Date" means the date this Agreement is accepted by its execution;

"Go Live Date" means the date on which the Platform is available for use by Agency and its Customers;

"Integration Components" means software, which integrates the Services with third party software, and any updates or revisions thereto;

"Network" is any Payment Method provider whose payment method is accepted by Agency from Customers and which is accepted by PAYSTAR for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all costs including interchange, dues, assessment fees, processing fees, transaction fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, ACH and check processors;

“Network Liabilities” means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Agency’s actions, omissions, Transactions, or Chargebacks, including without limitation, Agency’s failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

“Transaction(s)” means a transaction conducted between Agency and its Customers, and submitted to PAYSTAR for processing, with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Agency and/or payment of taxes, as well as the written or electronic record of such a transaction.

“Merchant Processing Agreement” means the payment and card processing agreements and merchant agreements which PAYSTAR has arraigned for the Agency to enter into to enable PAYSTAR to provide the Services;

“Payment Methods” means credit and debit cards, ACH/eCheck, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, stored value cards, loyalty cards, electronic gift cards that are used for Transactions.

“PAYSTAR” shall include Integrated Payment Solutions, LLC, and its owners, members, officers, directors, employees, contractors, attorneys, and agents.

"Service(s)" means PAYSTAR’s electronic bill presentment and payment service, the Platform and the Contents therein, the Integration Components, the IVR and Outbound Engagement system, and other services identified on any Appendices attached to the Services Agreement, developed, operated, provided, and/or maintained by PAYSTAR, or ancillary online and/or offline products and services provided to Agency by PAYSTAR, to which Agency is being granted access under this Agreement.