

CONTRACT ROUTING SHEET

Date Prepared: 10/4/12 *re-submitted 10/10/12 stt*

Need Date: 10/8/12

PROCESSING DEPARTMENT:

Department: CAO/Tax Collector
Dept. Contact: Sue Hennike/Todd Hall
Phone #: 5577/5820
Department
Head Signature: *[Signature]*

CONTRACTOR:

Name: HP Enterprise Services LLC
Address: 5400 Legacy Drive
Plano TX 75024
Phone: 972-754-8945

CONTRACTING DEPARTMENT: CAO

Service Requested: Review Contract Amendment for County-wide Payment Services
Contract Term: Perpetual 3 YEARS Contract Value: \$0.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: *[Signature]* Disapproved: _____ Date: 10/12/12 By: *[Signature]*
Approved: *[Signature]* Disapproved: _____ Date: 10/18/12 By: *[Signature]*

See memo - [Signature]
Resubmitted w/ revisions stt. 10/10/12
OK subject to discussion w/ Sue. [Signature]

EL PASO COUNTY COUNSEL
2012 OCT - 2 AM 10: 28

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

AGREEMENT FOR SERVICES #020-S1211
AMENDMENT I

This Amendment I to that Agreement for Services #020-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and HP Enterprise Services LLC, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 5400 Legacy Drive, Plano, TX 75024, and whose Agent for Service of Process is CT Corporation System, 818 West 7th Street, Los Angeles, California, 90017; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide a system which allows cardholders to use credit/debit cards and electronic checks (EFT) for payment of legally permissible fines and fees in accordance with Agreement for Services #020-S1211, dated December 13, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend said Agreement to make such services available to departments countywide, hereby amending **ARTICLE I-Scope of Services**, **ARTICLE III-Compensation for Services**, **ARTICLE X-Notice to Parties**, and **ARTICLE XX-Contract Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #020-S1211 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide all of the services and to produce all of the deliverables described in Attachment A, marked "Services", incorporated herein and made by reference a part hereof. Services shall be provided to departments countywide, as requested. Departments may request some or all of the services described in Attachment A.

ARTICLE III

Compensation for Services: Compensation under this Agreement for the Child Support Services Department and cardholders making payments to the Child Support Services

Department shall be in accordance with Attachment B, marked, "Payment". For departments other than Child Support Services, fees payable by the County for implementation and other services shall be in accordance with Attachment B, Section 2. Customer Charges. Convenience fees for cardholders making payments to departments other than Child Support Services shall be agreed upon in writing by Contract Administrator and Contractor. The amount of the Convenience fee shall be based on the average anticipated transaction amount, as determined by Contractor and County after reviewing transaction history for each department. All convenience fees for all cardholders making payments to all departments shall be subject to provisions 1.1 and 1.2 of Attachment B. The total amount of Customer Charges payable to Contractor by County shall not exceed \$50,000.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, CHIEF ADMINISTRATIVE OFFICER

or to such other location as County directs, with a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS
360 FAIR LANE
PLACERVILLE, CA 95667

Notices to Contractor shall be addressed as follows:

HP ENTERPRISE SERVICES LLC
5400 LEGACY DRIVE
PLANO, TX 75024
ATTN: TOM JACKSON, ACCOUNT EXECUTIVE

or to such other location as Contractor directs.

ARTICLE XX

Administrator: The County officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer, or successor.

Except as herein amended, all other parts and sections of that Agreement #020-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Terri Daly
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #020-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

HP ENTERPRISE SERVICES LLC
A LIMITED LIABILITY COMPANY

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Corporate Secretary

AGREEMENT FOR SERVICES #020-S1211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and HP Enterprise Services, LLC, a limited liability company, duly qualified to conduct business in the State of California, (hereinafter referred to as "Contractor") whose principal place of business is 5400 Legacy Drive, Plano, TX 75024, and whose Agent for Service of Process is CT Corporation System, 818 West 7th Street, Los Angeles, California 90017. The obligations of Contractor set forth in this Agreement will be performed by Contractor, itself and through its affiliates.

RECITALS

WHEREAS, on March 9, 2010, the County Board of Supervisors authorized the acceptance of credit cards, debit cards and electronic funds transfer payments for payment of fines, fees, debts and charges enumerated in Government Code Section 6159(b);

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide a system which allows cardholders to use credit/debit cards and electronic checks (EFT) for payment of legally permissible fines and fees for the Department of Child Support Services, Revenue Recovery Division;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, the County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide all of the services and produce the deliverables described in Attachment A, marked "Services", incorporated herein and made by reference a part hereof.

or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder, subject to Article IX D of this Agreement.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County may procure, in its sole discretion and upon such terms and in such manner as County may deem appropriate, substitute Services.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

HP ENTERPRISE SERVICES, LLC.
5400 LEGACY DRIVE
PLANO, TX 75024
ATTN: TOM JACKSON, ACCOUNT EXECUTIVE

Or to such other location as the Contractor directs.

ARTICLE XI

Indemnities: Contractor and County shall have the indemnity obligations set forth herein.

A. General.

Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees, from all third party claims and losses whatsoever, including attorney's fees, for tangible property damage, bodily injury, or death caused solely by the Contractor's gross negligence or willful misconduct. County agrees to indemnify, defend and save harmless Contractor, its officers, agents, and employees from all third party claims and losses whatsoever, including attorney's fees, for tangible property damage, bodily injury, or death caused solely by the Indemnitor's gross negligence or willful misconduct, provided that Contractor promptly notifies the County of such claims, cooperates with the County in the defense of the claims, and grants the County sole defense of such claims.

In connection with such claims, the indemnifying party (the "Indemnitor") will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys fees), and third party costs incurred by the other party (the "Indemnitee")_at the request of Indemnitor in connection with the defense of the claim. Each party will have a duty to mitigate damages for which the other party is responsible.

For the purposes of this provision, "indemnify, defend, and save harmless" shall mean that the Indemnitor will defend or settle any third party claims and pay infringement claim defense costs, Indemnitor-negotiated settlement amounts, and court awarded damages.

B. Procedures.

The indemnification obligations set forth in this Article XI will not apply unless the Indemnitee: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the Indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the Indemnitor of its obligations under this Article XI if and to the extent that the Indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the Indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the Indemnitee's cost and expense. However,

The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than one (1) year following completion of performance of this Agreement.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

Confidentiality: Each party shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The parties shall not use such information for any purpose other than the purpose and obligations under this Agreement. Each party shall promptly transmit to the other all requests for disclosure of such information not emanating from the client. The parties shall not disclose except as otherwise specifically

must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Wendy Perry, Staff Services Manager, Department of Child Support Services, or successor.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, or arbitration, shall be brought in El Dorado County, California, if pursued by Contractor and in Plano, Texas if pursued by County and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

Liability: Contractor's liability to County, for any damages arising out of or related to this

By: _____ Dated: _____
Wendy Perry
Staff Services Manager
Department of Child Support Services

Requesting Department Head Concurrence:

By: _____ Dated: _____
Laura D. Roth
Director
Department of Child Support Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

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-- CONTRACTOR --

Attachment A Services

HP Convenience Pay Services

1. DEFINITIONS

For purposes of this Services Agreement, the terms defined below shall have the following definitions:

- 1.1 **Business Day** – Each weekday, Monday through Friday, which is not a holiday of the United States Federal Reserve System.
- 1.2 **Card Company** – An association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.
- 1.3 **Cardholder** – Owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card.
- 1.4 **Chargeback** – The challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.
- 1.5 **Confirmation Number** – Number provided by HP Convenience Pay Services to Cardholder to confirm acceptance and processing of the bill payment transaction.
- 1.6 **Convenience Fee** - A fee charged to Cardholders for use of the HP Convenience Pay Services as detailed in Attachment B.
- 1.7 **Credit/Debit Card** – A VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Companies.
- 1.8 **Credit /Debit Card Acquirer** – Any financial institution providing services related to those in this Agreement, which is a member bank of Visa or MasterCard national bank card associations and provides “merchant bank” acquiring services which enable consumers and businesses to use Credit/Debit Cards merchant financial institutions, as applicable.
- 1.9 **Credit/Debit Card Issuer** – Any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions.

Services Program is a merchant bill payment service whereby a Cardholder uses an IVRS, HPES Wedge Reader or an HP internet site to request a payment transaction to County by means of a charge against a Credit/Debit Card or EFT in accordance with HP's and County procedures. Concurrently, the Cardholder will be charged the applicable fee for use of the Services as set forth in Attachment B (the "Convenience Fee") in connection with using the services described herein. The portal to accept Payment Requests is available twenty-four (24) hours per day, seven (7) days per week except for scheduled maintenance. System downtime will not exceed two percent (2%) of the time, not including scheduled maintenance, during the term of the Agreement. HP is not responsible for the availability of the Internet or the County's Systems.

Payment Requests processed hereunder will be subject to the appropriate approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank (each, an "Authorization") and other policies and security procedures established by HP or Credit/Debit Card Acquirer or Issuer from time to time or otherwise agreed to in writing by the parties. The IVRS, HPES Wedge Reader and Internet site will initiate an on-line Authorization request through the respective Credit/Debit Card Issuer for payment of the Customer bill and the Convenience Fee amounts. The IVRS, HPES Wedge Reader and Internet site will provide a confirmation number to Cardholder to confirm acceptance and processing of the bill payment transaction if the Payment Request was accepted. If a payment request was declined, the IVRS or the website will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to County will not be processed if payment of the Convenience Fee is not also approved. In addition, HP, on behalf of the County, at the request of County, will deny a Credit/Debit Card payment based on a prior Chargeback that was returned and not authorized by the bank of the Cardholder. HP will not process payment transactions manually, except for correcting rejected transactions and processing adjustments.

HP will provide support for County's customer service staff during HP's standard business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general service operation delivery questions. HP shall make a commercially reasonable attempt to respond to all Customer inquiries by the end of the next Business Day after notification. In cases where inquiries cannot be resolved by the end of the next Business Day, HP shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the County's representative.

3. TOLL-FREE TELEPHONE ACCESS

- 3.1 HP will obtain a toll-free telephone number (800,888,877 or 866) that HP shall furnish to the County for Cardholders to call HP shall configure the telephone number into the IVRS to process the Cardholder calls.

County's merchant statement in accordance with the County's Merchant Bank agreement(s).

7. CREDIT CARD BATCH CLOSE PROCESSING

- 7.1 Once each Business Day, Contractor will submit Batch Close transactions electronically to the appropriate Credit Card Acquirer no later than 4:00 p.m. PT that same day, in the manner and form required by the Credit Card Acquirer.
- 7.2 The Credit Card Acquirer will be responsible to settle via ACH with the County's designated depository account in accordance with the County's Merchant Bank agreement after which HP has electronically submitted to the appropriate Credit Card Acquirer Batch Close transactions in the manner and form prescribed by the Credit Card Acquirer.
- 7.3 HP does not guarantee collection or timely receipt of Remittances of funds from the Credit Card Issuers, HP shall be responsible for timely Batch Close processing and submission of transactions for settlement with the Credit Card Acquirers. In the event HP fails to complete the Batch Close by 4:00 p.m. PT, HP shall immediately notify the County's Project Manager and shall use best efforts to electronically submit the Batch Close to the appropriate Credit Card Acquirer no later than 4:00 p.m. PT the following Business Day.

8 REMITTANCE DATA FILE and REPORT DELIVERY

- 8.1 A data file that includes both summary and detail of all Cardholder's initiated payment transactions reflecting payments processed during the current Business Day shall be created after each Business Day's Settlement cut-off time (a "Remittance Data File") and should be delivered electronically to County no later than 4:00 p.m. CST. Files will be in HP's standard flat file format unless mutually agreed to otherwise, which may result in an additional charge. HP shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of County. HP shall retain a record of all Customer payment data for the greater of (a) a period of three (3) years or (b) as required by state law, statutes and/or federal regulations. At the end of each Business Day, HP will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer. County is responsible for accessing and retrieving the Remittance Data File. The Remittance Data File will have the following reports:
 - a. Financial control shows the processing, verifying, and monitoring of Credit/Debit Card transactions from Cardholder by HP. HP will provide County with accurate payment detail to allow for timely and accurate posting of the Cardholder accounts.
 - b. Daily Payment Detail shows the detail and totals of all payments processed by HP and shall include Cardholder's Customer account number, payment

- 10.3 HP shall maintain records of each payment using the HP Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning HP Services.
- 10.4 HP will provide at least sixty (60) days advance written notice to County of any changes or enhancements to the HP System where such changes alter the way or use or process for the Customer Cardholder or County. HP will provide written notice to County of any changes that may affect County's ability to use the HP Convenience Pay Services.

11. ADDITIONAL CUSTOMER RESPONSIBILITIES

- 11.1 Customer shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the Service provided hereunder, (ii) the Merchant Services Agreement(s) between County and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, (iii) HP's operating policies and procedures for the Services and (iv) written materials, advice and technical information provided in connection with the Services provided hereunder; (B) distribute, inspect, and review all reports created from information transmitted or delivered by HP and reject all incorrect reports within two (2) Business Days after receipt thereof for daily reports and within three (3) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to Chargebacks and retrievals, County shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, County shall promptly inform HP of any errors, deficiencies, or irregularities reflected in any such statement that the Customer discovers. Failure to reject any report collected from such information shall constitute acceptance thereof. County shall indemnify and hold harmless HP from and against any and all taxes, assessments, duties, permits, fees, or other charges of any nature or kind that County is responsible to pay, or is liable for, as well as, any additions to tax, penalties, interest, fees, or other expenses, if any, incurred by HP as the result of any such taxes, assessments, duties, permits, fees, or other charges not being paid at the time or in the manner required by applicable law, or any taxes, assessments, duties, permits, fees, or other charges of any nature or kind that are imposed upon or related to any payment by a Cardholder, and good and services sold by Customer to Cardholders. Customer agrees to indemnify, defend and hold HP harmless from any and all third party claims, actions, damages, liabilities, costs, and expenses, including without limitation reasonable attorney's fees and expenses, arising out of the County's activities in connection with its Merchant Services Agreement (including without limitation, any losses related to Chargebacks or reversals of transaction by Cardholders). The provisions of this paragraph shall survive the term or termination of the Agreement for any reason.

modifications by HP to the Convenience Fee will be implemented without charge to Customer hereunder.

***The Service Implementation Fee includes the technical support needed to establish standard Services. Should Customer require customization of the IVRS script, reports or Remittance Data File formats during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

2.2 HPES Wedge Reader is used for swiping credit cards and is to be plugged into a USB port. At the Customer's option, HPES will provide the wedge readers at a cost of \$79.00 each. Customer acknowledges that HPES Wedge Readers are certified to work with the HPES Virtual Terminal and that it is the Customer's responsibility to ensure that any other equipment used is able to work with the HPES Virtual Terminal.

2.3 Receipt printers or some other compatible system printer will produce payer transaction receipts. At the Customer's option, HPES will provide the receipt printers at a cost of \$269.00 each.

NOTE: HP reserves the right to increase the price for the Wedge Reader and/or receipt printer when such prices are increased by suppliers of the equipment. HP will give the Customer thirty (30) days prior written notice before increasing prices.

3. TAXES

County understand and represents that currently there is no applicable state and local use tax to Cardholders purchasing HP Convenience Pay Services as a part of the Convenience Fee charge. If in the event that such tax does apply, or is applied, HP, on behalf of the County, shall compute and bill the applicable state and local use taxes to Cardholders purchasing HP Convenience Pay Services as a part of the Convenience Fee charge. County shall be responsible for providing all information necessary to HP to perform the tax calculations.

