

**OFFICIAL PAYMENTS CORPORATION APPLICATION SERVICES
MASTER AGREEMENT NO. D-601**

This Master Agreement No. D-601 ("**Master Agreement**") is entered into by and between the **OFFICIAL PAYMENTS CORPORATION** ("**OPAY**") and **COUNTY OF EL DORADO** ("**Customer**").

WHEREAS, OPAY has agreed to provide, and Customer has agreed to accept, the Services (as defined herein) and as more fully described in the Schedules to this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

1.0 AGREEMENT STRUCTURE

1.1 Each Schedule is a Separate Agreement. Each fully-executed Schedule shall be deemed to incorporate by reference all of the terms and conditions of this Master Agreement and shall constitute a separate and binding contract between OPAY or its Affiliate that is the signatory to the Schedule and Customer or its Affiliate that is the signatory to the Schedule. Each of OPAY and Customer is responsible for any breach of this Master Agreement or any Schedule by its Affiliates.

1.2 Affiliates. An Affiliate of either Party may contract for Services by executing a Schedule. Each Affiliate executing a Schedule is agreeing to be bound by the terms and conditions of this Master Agreement. In such case, an OPAY Affiliate shall be deemed to be "OPAY" and a "Party" for purposes of this Master Agreement; and a Customer Affiliate shall be deemed to be "Customer" and a "Party" for purposes of this Master Agreement.

1.3 Precedence. In the event there are any conflicts or any inconsistencies between the terms and conditions of any Schedule and the terms and conditions of this Master Agreement, the terms and conditions of the Schedule shall govern.

1.4 Construction. The Parties each hereby expressly agree that the terms and conditions of this Master Agreement have been the subject of full, active and complete negotiations, and that such terms and conditions shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Master Agreement.

2.0 DEFINITIONS Capitalized terms not otherwise defined within the body of this Master Agreement shall have the following meanings set forth in Section 2.0. Where the context of this Master Agreement so requires, the use of the singular includes the plural, and the use of the plural includes the singular.

2.1 "OPAY Expenses" means all reasonable and necessary expenses, which OPAY may incur in rendering the Services at locations other than the Data Centers, including, without limitation, travel time and out-of-pocket expenses relating to air fares, ground transportation, and lodging, plus communication costs which are incurred by OPAY in the fulfillment of this Master Agreement and Schedules, all in accordance with the OPAY Global Travel & Entertainment Policy Guide, a copy of which is attached to this Master Agreement as Exhibit A, as may be updated or amended from time to time.

2.2 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

2.3 "Application Services" means the services (other than Professional Services) to be provided by OPAY to Customer, as described in the applicable Schedule and the Documentation.

2.4 "Card Brand" means any entity issuing a payment card to a cardholder, including without limitation, Visa, MasterCard, JCB, Discover and American Express.

2.5 "Card Brand Rules" means the bylaws, rules and regulations promulgated by the Card Brands governing the use of the Card Brand branded cards and networks, including Customer's processing of payments using such cards through the Application Services.

2.6 "Change Order Request Form" means a written statement signed by each of the Parties setting forth the terms of a change order as set forth in Section 5.0.

2.7 "Confidential Information" has the meaning set forth in Section 9.1 of this Master Agreement.

2.8 "Customer System" means the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Customer to access the Application Services.

2.9 "Data Center" means the location where OPAY maintains its equipment and Software to provide the Application Services.

2.10 "Deliverables" means the deliverables set forth and described in the applicable Schedule.

2.11 "Delivered" or "Delivery" means the date upon which the Application Services are ready for testing by Customer.

2.12 "Documentation" means the technical and user manuals describing the Application Services that OPAY customarily delivers or makes available to its customers. Documentation does not include OPAY's advertising and marketing materials.

2.13 "Effective Date" means with respect to this Master Agreement, the last date set forth in the signature block of this Master Agreement.

2.14 "End User" means a customer or a client of Customer who uses the Application Services.

2.15 "End User Data" means the electronic data, files and records of the third party clients or End Users, which are received, processed or stored by OPAY as part of the Application Services.

2.16 "Intellectual Property Rights" means, with respect to a Party, all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of such Party.

2.17 "Party" means each signatory to this Master Agreement and any Schedule.

2.18 "Production Use" means any use of the Application Services resulting in actual data being processed in a live production environment.

Services; and (v) all transmissions initiated by such End Users.

5.0 CHANGE ORDER REQUEST FORMS

In the event a Party wishes to change or modify the Services being provided under an existing Schedule, a request must be submitted in writing to the other Party. Upon agreement by the Parties on the modification or change, OPAY shall prepare a Change Order Request Form describing the requested changes or modifications to the applicable Schedule. Neither Party shall incur any obligations with respect thereto, until the Change Order Request Form has been approved by both Parties in writing. All mutually approved Change Order Request Forms shall be deemed and identified as an amendment to the applicable Schedule.

6.0 FEES

6.1 Payment of Fees. Customer shall pay to OPAY the fees and OPAY Expenses, without deduction or set-off, as specified in the applicable Schedule. All payments shall be remitted in the currency set forth in the Schedule or, if no currency is specified therein, in United States dollars.

6.2 Disputed Payments. Notwithstanding Section 6.1, Customer shall be entitled to withhold payment to OPAY only for those amounts that are disputed in good faith, but in such case shall promptly notify OPAY of the amount that Customer so disputes and the reason for disputing such amount. Customer shall, however, within thirty (30) days of the amount coming due, pay that portion (if any) of the amount that Customer does not dispute. Delay by Customer in paying any such disputed portion of an amount shall not be deemed to be a material breach of this Master Agreement or the applicable Schedule by Customer; and the Parties shall use all reasonable efforts to resolve such dispute (including escalating the resolution of such dispute to the executive management of each Party) within ninety (90) days following the date of the disputed amount. If a dispute about the amount remains unresolved after such ninety (90) day period, the Parties agree that either Party may submit the dispute to the American Arbitration Association (“AAA”) for expedited arbitration before a single arbitrator under the AAA Commercial Arbitration Rules and Expedited Procedure Rules. In the event that either Party submits the dispute to the AAA, OPAY will not withhold any Services due to be performed under this Master Agreement or any Schedule. The Parties will equally share all costs of the arbitration assessed by AAA. The arbitration will take place in Naples, Florida.

6.3 Taxes. All amounts payable by Customer to OPAY under a Schedule are exclusive of any customs, tariffs, duties, sales, use GST or value-added taxes, or similar governmental charges which may be assessed based on OPAY’s performance of the Services, excluding only OPAY franchise taxes or taxes based upon OPAY’s income. If, under applicable law, Customer is required to withhold tax from any such payment, then Customer shall promptly furnish OPAY with an official receipt of the payment of such taxes to the taxing authority. If Customer fails to promptly furnish the official receipt to OPAY, then Customer shall pay to OPAY the amount previously deducted.

6.4 Late Payment. Any late payment of fees shall accrue interest at the rate of one and one-half percent (1-1/2%) per month or the highest allowable legal rate,

whichever is less, commencing on the date when such payment was due. If Customer initiates a billing dispute in accordance with Section 6.2 and it is ultimately determined that the disputed amount (or portion thereof) was correct, then Customer promptly shall pay such portion of the amount disputed together with interest at the rate calculated pursuant to this Section 6.4 from the date such portion of the disputed amount was initially due until the date paid.

7.0 LIMITED REPRESENTATIONS AND WARRANTIES

7.1 Authority. Each Party hereby represents and warrants to the other Party as follows: (i) such Party is an entity duly formed, organized and existing in good standing in such Party’s state of formation; (ii) such Party has full power and all requisite legal and entity authority to enter into this Master Agreement and the Schedules; and (iii) such Party’s execution, delivery, and performance of this Master Agreement and the Schedules shall not constitute (1) a violation of any judgment, order, or decree; (2) a material default under any material contract by which such Party or any of its material assets are bound; or (3) an event that would, with notice or lapse of time, or both, constitute such a default.

7.2 Applications Services Warranty. OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, at all times during the term of the applicable Schedule, the Application Services shall be performed in all material respects with the specifications set forth in the Acceptance Criteria, as defined in Section 3.5 above (each such failure an “Application Services Error”). OPAY specifically does not warrant that the Application Services will satisfy, or may be customized to satisfy, all of Customer’s requirements or that the use of the Application Services will be uninterrupted or error free. The foregoing limited warranties of this Section 7.2 are conditioned upon Customer monitoring the results of the Application Services and providing notice of Application Services Errors to OPAY promptly after Customer becomes aware (or should have become aware) of such Application Services Error; and providing to OPAY that information in Customer’s possession or control that may be reasonably necessary to assist OPAY in resolving the Application Services Error, including information to assist OPAY to recreate the Application Services Error.

7.3 Professional Services Warranty. OPAY represents and warrants to and for the sole benefit of Customer that, subject to Section 7.5, any Professional Services provided by OPAY shall be performed in a professional and workmanlike manner by personnel reasonably qualified by experience and education to perform such Professional Services and substantially in accordance with the applicable Schedule. If OPAY fails to perform the Professional Services as warranted and Customer reports such failure to OPAY within ten (10) days after completion of such Professional Services, then OPAY shall, at its expense, re-perform the Professional Services. The foregoing is Customer’s sole and exclusive remedy and OPAY’s sole liability for breach of the limited warranty in this Section 7.3.

7.4 Exclusions. OPAY shall have no obligation under this Master Agreement or any Schedule to correct, and OPAY makes no warranty with respect to, Application Services Errors caused by or related to: (i) Customer’s negligence, (ii) Customer’s use of the Application Services

similar Confidential Information, but in no event less than reasonable care. Receiving Party shall not remove any confidentiality, copyright, or similar notices or legends from the Confidential Information of the Disclosing Party. Notwithstanding any provision to the contrary in Section 9.0, it is understood and agreed that OPAY's obligations to prevent unauthorized access by third parties to End User Data are exclusively set forth in Section 3.3 of this Master Agreement and that any failure or alleged failure to meet any such obligations specifically shall not be deemed to be a breach of Section 9.0.

9.3 Restrictions. Notwithstanding Section 9.2, Receiving Party shall not disclose Confidential Information of Disclosing Party, except to its employees, consultants or any third party having a legitimate business purpose with respect to this Master Agreement and any Schedules, Exhibits or Change Order Request Forms and having a need to know such Confidential Information. Prior to permitting access to the Confidential Information, Receiving Party shall inform such employees, consultants or any third party of the confidential nature of the Confidential Information and shall execute written agreements with its consultants or other third parties in form and substance reasonably acceptable to the Disclosing Party sufficient to enable it to comply with all the provisions of Section 9.0. Such Receiving Party shall be responsible for any breach by its employees, consultants or third parties of the obligations of Receiving Party set forth in Section 9.0.

9.4 Breach of Confidentiality. If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of Section 9.0, or if any third party obtains any Confidential Information through Receiving Party's breach of its obligations under Section 9.0, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party's name and at Receiving Party's expense. Each Party acknowledges that the other Party's Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of Section 9.0 shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

9.5 Exclusions. Notwithstanding anything to the contrary in Section 9.0, Confidential Information shall not include information which: (i) was already known to Receiving Party at the time of disclosure by Disclosing Party, and Receiving Party was under no obligation of confidentiality with respect to such information; (ii) is disclosed to Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Receiving Party has become, generally available to the public; (iv) is independently developed by Receiving Party without access to, or use of, Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to any law, code or regulation, including but not limited to the

California Public Records Act. Should disclosure of Confidential Information be required pursuant to this Section 9.5(v), the Receiving Party shall give the Disclosing Party immediate notice thereof, and an opportunity to seek a protective order or other remedy to prevent such disclosure. In addition, Receiving Party shall be allowed to disclose Confidential Information of Disclosing Party to the extent that such disclosure is: (i) approved in writing by Disclosing Party; (ii) necessary for Receiving Party to enforce its rights under this Master Agreement, Schedules, Exhibits and Change Order Request Forms in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that, to the extent it is legally permitted to do so, Receiving Party notifies Disclosing Party of such required disclosure promptly and in writing and cooperates with Disclosing Party at Disclosing Party's reasonable request and expense in any lawful action to contest or limit the scope of such required disclosure. Additionally, unless otherwise expressly agreed to the contrary in writing prior to its disclosure, Receiving Party shall be free to use any "residuals" resulting from access to Disclosing Party's Confidential Information. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including any ideas, concepts, know-how, or techniques contained in Disclosing Party's Confidential Information. Receiving Party shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of such residuals. However, the foregoing shall not be deemed to grant to Receiving Party a license under the Disclosing Party's copyrights or patents.

10.0 INTELLECTUAL PROPERTY RIGHTS

10.1 Exclusive Property. Each Party acknowledges that the Confidential Information of the other Party, as well as all related trademarks, logos, other names or markings identifying the Confidential Information, and other Intellectual Property Rights of the other Party, are and shall remain the exclusive property of the other Party, whether or not protected under applicable intellectual or property laws. Without limiting the generality of the preceding sentence, Customer shall not acquire any Intellectual Property Rights in or to any Software, Documentation, Deliverables, or work processes.

10.2 Ownership. OPAY or its licensors shall own all Intellectual Property Rights in any copy, translation, modification or adaptation of the Software, Documentation, Deliverables, or work processes, or development based thereon, which may be created by or for OPAY, or by or for Customer. If, by operation of law, Customer is deemed to possess any rights in such items, then Customer hereby assigns such Intellectual Property Rights to OPAY or its licensors. To the extent Customer's rights are alienable under applicable law, Customer hereby waives such rights and, if such waiver is deemed invalid, grants to OPAY, its licensors and their designees the exclusive, irrevocable, perpetual, worldwide, royalty free right to use, market, modify and grant licenses to such items without identifying Customer or seeking Customer's consent. Each Party agrees not to take any action that interferes with said Intellectual Property Rights of the other Party or attempt to copyright or patent any portion of the other Party's property or register or attempt to register any trademark, service

Schedule or until terminated in accordance with the provisions set forth in this Master Agreement.

13.2 Termination by Either Party. In addition to any termination rights providing in the applicable Schedule, either Party may immediately terminate this Master Agreement or any Schedule by giving written notice to the other Party, if the other Party (i) materially breaches any obligations under this Master Agreement or such Schedule and fails to cure such breach within thirty (30) days after the non-breaching Party demands such cure, (ii) violates Section 14.7 of this Master Agreement, (iii) becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, (iv) resolves to wind up business, dissolve, or liquidate, or (v) otherwise ceases to conduct business in the normal course.

13.3 Termination for Regulatory Compliance. OPAY may terminate this Agreement or any applicable Schedule upon reasonable notice to Customer in the event OPAY determines, in its reasonable discretion, that (i) any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any Application Services to fail to materially comply with such law, statute, regulation, rule, order or operating procedure, or (ii) a change in the rules of any financial network used or utilized by the Application Services materially affects OPAY's ability to provide the Application Services.

13.4 Effect of Termination. Upon termination of this Master Agreement, (i) Customer shall immediately cease using the Services under this Master Agreement and any and all Schedules; (ii) OPAY's obligation to provide Services under this Master Agreement and any and all Schedules shall terminate immediately; (iii) each Party shall irretrievably destroy all copies (except as may be contained in back-up files created in the ordinary course of business in accordance with a Party's security and/or disaster recovery procedures that are recycled in the ordinary course of business over a reasonable period of time, which copies shall remain subject to the terms of this Master Agreement as Confidential Information) of Documentation and the Confidential Information of the other Party on tangible media in such Party's possession or control or return such copies to the other Party, and (iv) each Party shall certify in writing to the other Party that it has returned or destroyed such Confidential Information.

13.5 Survival. The following Sections shall survive termination or expiration (where reference is to a Section, all subsections are deemed to be included): 2.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, and 14.0, and any other provisions which by their nature should survive such termination.

14.0 GENERAL PROVISIONS

14.1 Publicity. OPAY and its Affiliates may use Customer's name on its customer lists, and refer to Customer's name as a customer. In addition, Customer and OPAY may publicly announce the execution of this Master Agreement without disclosing its specific content. Any other use of Customer's name in a press release or other promotional material shall be subject to Customer's consent.

14.2 Severability. If a court of competent jurisdiction holds any provision, or part of any provision, of this Master Agreement or any Schedule to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this Master Agreement or such Schedule. Any such holding

shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this Master Agreement or such Schedule.

14.3 Remedies. Except as specifically provided, the Parties' rights and remedies under this Master Agreement and any Schedule are cumulative. If any legal action is brought to enforce this Master Agreement or any Schedule, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses.

14.4 Waivers and Modifications. All waivers must be in writing. Any waiver or failure to enforce any provision of this Master Agreement or any Schedule on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. This Master Agreement and any Schedule may be amended only by a written document signed by duly authorized representatives of each Party.

14.5 Force Majeure. Any delay in or failure of performance by either Party under this Master Agreement or any Schedule, Exhibit or Change Order Request Form, other than a failure to pay amounts when due, shall not be considered a breach of this Master Agreement or such Schedule, Exhibit or Change Order Request Form and shall be excused to the extent caused by any occurrence beyond the reasonable control of such Party. Such acts shall include, but not be limited to, fortuitous events and acts of God; wars, riots, terrorism and insurrections; laws, decrees, ordinances and governmental regulations; strikes and lockouts; transportation stoppages or slowdowns; and floods, fires and explosions. Notwithstanding the foregoing, if such act or condition beyond the reasonable control of such Party continues for a period of 180 days or more, the unaffected Party may, on notice to the Party affected, terminate this Master Agreement or the applicable Schedule, and neither Party shall have any further obligation to the other save for those provisions hereunder which, by their terms, survive the termination of this Master Agreement or such Schedule.

14.6 Relationship of Parties. When applicable, OPAY is the agent of Customer for the limited purpose of accepting payments from End User and forwarding such payments to Customer. Except for this limited agency relationship, the Parties are independent contractors. Nothing in this Master Agreement or in any Schedule shall be deemed to create an employment, partnership, fiduciary or joint venture relationship between the Parties.

14.7 Assignment. Customer may not assign, pledge or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) this Master Agreement or any Schedule or any rights or obligations under this Master Agreement or any Schedule without the prior written consent of OPAY, such consent to be exercised in the sole discretion of OPAY. OPAY may assign, in whole or in part, any of its rights and interests (including its right to receive payment) and its obligations under this Master Agreement or any Schedule to an Affiliate, to any entity which acquires all or substantially all of the stock or assets of OPAY or to a third party, in each case without Customer's consent. Any attempt to assign this Master Agreement or any Schedule other than as permitted above shall be void.

14.8 Use of Consultants. Customer acknowledges that OPAY may use consultants, subcontractors, or employees or consultants of its Affiliates, to perform some of its obligations under this Master Agreement or any Schedule;

Application Services or Documentation by, any person or firm listed on the United States government's lists of prohibited and restricted parties; or (iii) transfer, use or permit or authorize the use of the Application Services or Documentation in any unauthorized end-use (i.e. activities related to the proliferation of weapons of mass destruction). The obligations of this Section 14.20 will survive termination of this Master Agreement.

14.21 Governing Law and Jurisdiction. This Master Agreement and any Schedule shall be governed by and interpreted under the laws of the State of Florida without regard to any provisions of Florida law which would require the application of the substantive law of another jurisdiction. Any dispute, controversy or claim arising out of, or relating to, this Master Agreement or any Schedule, or the existence, validity, breach, or termination hereof, whether during or after its term, shall be submitted for resolution in the courts of Collier County, Florida; and the Parties hereby irrevocably consent to the jurisdiction of such courts. Notwithstanding the foregoing, either Party may seek injunctive relief against the other Party from any other judicial or administrative authority pending the resolution of such controversy or claim. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS MASTER AGREEMENT OR OTHERWISE RELATED TO THIS MASTER AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

14.22 Mitigate Damages. Each Party shall use all diligent efforts to mitigate its damages, losses and expenses under this Master Agreement and any Schedule.

14.23 County Contract Administrator. The county officer or employee of Customer with responsibility for administering this Master Agreement is Todd Hall, Treasury Quantitative Specialist, 360 Fair Lane, Placerville, CA 95667, or successor.

15.0 NACHA RULES/OBLIGATION OF THE PARTIES

15.1 Obligations. Unless otherwise defined in this Master Agreement, capitalized terms contained in Section 15.0 shall have the meanings provided in the National Automated Clearing House Association ("NACHA") Rules ("NACHA Rules"). In consideration of and as an express condition precedent to the furnishing of ACH services as part of the Services by OPAY to Customer, including preceding the origination of any Entry on behalf of Customer or its End Users, Customer hereby expressly acknowledges and agrees to all of the following:

(a) The Customer is required to and shall understand and comply with the NACHA Rules. Copies of the NACHA Rules may be obtained through NACHA.org.

(b) As more fully described below, Customer hereby authorizes OPAY and its ODFI to originate Entries on behalf of Customer and End Users to Receivers' accounts.

(c) Customer agrees that it shall initiate credit and debit Entries pursuant to the terms of this Master Agreement and the applicable Application Services Schedule and only in accordance with the Rules and the laws of the United States.

(d) Customer shall comply at all times with the laws of the states where Customer does business, the laws of the

United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("OFAC"), and the Rules.

(e) OPAY and its ODFI shall have the right to audit Customer's compliance with this Master Agreement and the NACHA Rules.

(f) UCC Article 4A Disclosure. With respect to any non-consumer credit Entries processed hereunder, Customer expressly acknowledges and agrees: (i) the Entry may be transmitted through the ACH; (ii) credit given by the RDFI to the Receiver for the Entry is provisional until RDFI has received proof of final settlement through a Federal Reserve Bank or has otherwise received payment as set forth in 4A-403(a) of the UCC Article 4A; and (iii) the RDFI is entitled to receive a refund from the Receiver in the amount of the credit to the Receiver's account if the RDFI does not receive such payment for the Entry, and Customer will not be considered to have paid the amount of the credit Entry to the Receiver.

(g) OPAY may immediately terminate this Master Agreement or the applicable Schedule without advance notice if it reasonably believes that (i) Customer has failed to comply with any provision of the NACHA Rules, or any statutory or regulatory enactment; (ii) Customer's financial condition has substantially deteriorated; or (iii) continuation of this Master Agreement or the applicable Schedule will expose OPAY to undue risk of loss. Any termination of this Master Agreement or the applicable Schedule under Section 13.2 shall not affect either Party's obligations arising with respect to Entries settled prior to such Termination.

15.2 Service or Transaction Delays. In addition to failures or delays caused by a force majeure event as set forth in Section 14.5, OPAY shall be excused from failing to transmit or delay in transmitting any Entry if such transmittal would result in OPAY's violating any provision of any risk control program of OPAY (including but not limited to Customer's ACH Exposure limit), the NACHA Rules, or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority or of any state in which OPAY does business or such transmission is or was to take place. Customer expressly acknowledges and agrees that OPAY has the right to: (i) review and monitor Customer's ACH transactions hereunder; (ii) limit the number or amount of Entries processed for Customer hereunder; and (iii) discontinue ACH processing based on OPAY's reasonable assessment of (1) the risk posed to OPAY from such processing; or (2) the termination of its relationship with its correspondent ACH transaction processing provider (Deutsch Bank Trust Company Americas or other correspondent ACH processor).

15.3 Transfer Deadline. Any inbound or outbound transfer initiated on any bank processing day (excludes Saturdays, Sundays or bank holidays) prior to OPAY's transfer deadline (5:00 p.m. EST) will be executed on that banking day. Inbound or outbound transfers initiated after OPAY's transfer deadline or on a day that is not a bank processing day will be executed on the next available bank processing day. Transfer deadlines (cut-off times) are subject to change based upon changing business needs, banking requirements and regulatory constraints.

15.4 Debits to Accounts for Transfers. The Customer hereby authorizes OPAY and its correspondent ACH transaction processing provider to debit and credit accounts designated by the End User for all inbound and/or

In the event OPAY's execution of this Agreement pre-dates Customer's execution, Customer shall return to OPAY only a fully-executed identical copy hereof.

This Agreement is null and void at the discretion of OPAY unless signed by Customer within 14 days of OPAY's execution.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be signed by the duly authorized representatives of OPAY and Customer as specified below:

OFFICIAL PAYMENTS CORPORATION
("OPAY")

COUNTY OF EL DORADO
("Customer")

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

ATTEST:

By: _____
(Signature)

(Printed Name)

(Title)

Date: _____

EXHIBIT B

OPAY SECURITY ADDENDUM

1.0 Security.

- 1.1 **Standard.** OPAY shall at all times implement and maintain commercially reasonable security precautions, consistent with generally accepted data processing standards in the financial services industry, including without limitation, Payment Card Industry ("PCI") and the standards of ISO 27001, HIPAA, NIST, FFIEC and Gramm-Leach-Bliley Act of 1999, all as applicable to OPAY's performance under the Master Agreement.
- 1.1.1 **PCI-DSS Compliance.** In the performance of the Master Agreement during which OPAY will accept, store, use, process, transmit or have access to payment account, cardholder or transaction data belonging to Customer, OPAY shall (a) comply with the Payment Card Industry Data Security Standard ("PCI-DSS"), as set forth at <https://www.pcisecuritystandards.org/> and as may be updated from time to time by the Payment Card Industry Security Standards Council, and (b) upon request by Customer and not more than once annually, provide Customer an Attestation of Compliance (AOC) letter, certifying OPAY's compliance with PCI-DSS for purposes of the Master Agreement.
- 1.2 **Security Assessment.** Upon reasonable notice to OPAY and not more than once annually, OPAY will permit Customer and its representatives who have agreed to the confidentiality provisions set forth in Section 9.0 of the Master Agreement, during normal business hours of OPAY, to perform an audit of OPAY's policies, standards and procedures to confirm OPAY's compliance with the standard set forth in Section 1.1 above. It is understood that Customer shall have no right, license or privilege to conduct its own security or intrusion testing of the Application Services without the express written consent of OPAY.
- 1.3 **SSAE Audit.** OPAY will perform, at its expense, a SSAE 16 (Statement of Standards for Attestation Engagements No. 16) – Type 2 at least once per year covering the Application Services. Upon written request of Customer and subject to the confidentiality provisions of Section 9.0 of the Master Agreement, OPAY will provide Customer with a copy of the final report.
- 1.4 **Notification of a Security Incident.** For purposes of the Master Agreement a "**Security Incident**" shall be any event where (a) a person or device has gained unauthorized access to, or may imminently gain unauthorized access to, End User Data; or (b) any person or device has gained unauthorized access to the Data Center and such unauthorized access may, in OPAY's reasonable judgment, materially affect End User Data. OPAY shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware that (i) a Security Incident involving unauthorized access to End User Data has occurred; or (ii) OPAY has reason to believe any other Security Incident has occurred, notify Customer as provided in Section 14.9 of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed. In the event Customer becomes aware of a Security Incident, Customer shall, within a reasonable period of time (considering the circumstances, but no later than twenty-four (24) hours) after becoming aware of such Security Incident notify OPAY as provided in Section 14.9 of the Master Agreement of such Security Incident, specifying the extent to which End User Data was compromised or disclosed.
- 1.5 **Security Incident Response Obligations.** OPAY will perform a diligent investigation of all Security Incidents and will provide Customer with a report of its investigations and findings as soon as reasonably practicable. In addition, for such Security Incidents where any person or device has gained unauthorized access to End User Data, OPAY shall (a) perform a root cause analysis on any Security Incident, (b) provide Customer with a proposed remediation plan ("**Remediation Plan**") to address the root cause of the Security Incident, (c) remediate such Security Incident in accordance with such Remediation Plan, (d) conduct an investigation to determine what systems, data and information have been affected by such event; (e) provide Customer with a detailed incident response report upon conclusion of the Security Incident, and (f) cooperate with Customer and, at Customer's request, any law enforcement or regulatory officials and credit reporting companies investigating such Security Incident.
- 1.6 **Notification to Third parties of a Security Incident.** Customer will be responsible for determining if notification needs to be provided to third party customers of Customer affected or potentially affected by a Security Incident, or employees, service providers or the general public of such Security Incident and the implementation of the Remediation Plan, and whether notification needs to be provided to any governmental authority. The Parties shall reasonably cooperate regarding the actions, if any, which may be appropriate with respect to such notification.

2.0 Business Continuity.

OPAY shall maintain throughout the term of the Master Agreement and any Schedule, a disaster recovery plan ("**Disaster Recovery Plan**") applicable to the Application Services. OPAY's responsibilities for disaster recovery will be set forth in the Disaster Recovery Plan and the applicable Schedule and/or Statement of Work. OPAY shall provide notice to Customer of any change to the Disaster Recovery Plan that would have a material impact on Customer; provided, however, that OPAY agrees that no changes to the Disaster Recovery Plan shall materially diminish the protection such Disaster Recovery Plan affords Customer. Any disaster recovery or alternative data site shall be oriented with the same environment and system configurations as the primary data site.

**SCHEDULE 1
TO
APPLICATION SERVICES MASTER AGREEMENT NO. D-601**

Application Service Schedule

This Schedule 1 ("**Schedule**") to Application Services Master Agreement No. D-601 ("**Master Agreement**") is entered into by **OFFICIAL PAYMENTS CORPORATION ("OPAY")** and **COUNTY OF EL DORADO ("Customer")** and together with OPAY, individually a "**Party**" and collectively the "**Parties**". This Schedule incorporates as if fully set forth herein all of the terms and conditions of the Master Agreement. In the event that there are any conflicts or inconsistencies between the terms and conditions of this Schedule and the Master Agreement, the terms and conditions of this Schedule shall control. This Schedule is effective as of the last date signed in the signature block below ("**Schedule Effective Date**").

1. OVERVIEW

1.1. General This Application Service Schedule stipulates certain specific terms and conditions by which OPAY will deliver to and on behalf of Customer as its authorized agent, and Customer will use, the Application Services as further described herein and compensate OPAY for such delivery and usage as set forth in Attachment 1 to this Schedule. Capitalized terms used but not defined herein have the meanings assigned elsewhere in the Master Agreement.

2. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions in this Section 2 shall be applicable to the Application Services being provided under this Schedule.

2.1. Definitions

- (a) "**Absorbed Fee**" means the transaction fee, where applicable, charged to Customer by OPAY for an End User making payment by use of the Application Services.
- (b) "**Customer Designated Account**" means the credit/debit account(s) established and maintained by Customer at an ACH receiving depository institution reasonably acceptable to OPAY.
- (c) "**Customer Marks**" means Customer's logo, trademarks and other service marks.
- (d) "**Official Payment Marks**" means OPAY's logo, trademarks and other service marks.
- (e) "**Payment Transaction**" means an electronic payment transaction initiated by an End User and processed by OPAY and/or its Suppliers under the Agreement.
- (f) "**Service Fee**" means the transaction fee charged to an End User by OPAY for the convenience of End User making payments by use of the Application Services.
- (g) "**Suppliers**" means OPAY's authorized vendors including, but not limited to, Automated Clearing House (ACH) processor(s) and credit card processor(s).

2.2. Term

- (a) The initial term of this Schedule ("**Initial Term**", collectively with the Renewal Term(s), the "**Term**") shall commence on the Schedule Effective Date and continue for five (5) years from Acceptance of the Application Services. The Term will automatically renew for successive one (1) year renewal terms (each, a "**Renewal Term**"), unless either Party gives written notice to the other Party at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- (b) In addition to the termination rights contained in Section 13.0 of the Master Agreement and subject to Section 2.3 below, either Party may terminate this Schedule by giving at least six (6) months prior written notice to the other Party prior to the effectiveness thereof, provided however, that the terminating Party may not be in material breach of the Master Agreement or any Schedule thereunder at such time of the request of the termination.

2.3. Termination Fees

- (a) In the event this Schedule is terminated by Customer pursuant to Section 2.2(b) above PRIOR to first Production Use of the applicable Application Services, Customer shall pay to OPAY a termination fee for such termination in a dollar amount equal to the sum of (x) any remaining unpaid Implementation Fees plus (y) the product obtained by multiplying (A) the Annual Minimum Fee divided by twelve for such Application Services by (B) the total number of months remaining of the Term.
- (b) In the event this Schedule is terminated pursuant to 2.2(b) above AFTER first Production Use and PRIOR to the first anniversary of first Production Use, Customer shall pay OPAY a Termination Fee for such termination of \$10,000.00.
- (c) In the event this Schedule is terminated pursuant to 2.2(b) above AFTER the first anniversary of first Production Use and PRIOR to the second anniversary of first Production Use, Customer shall pay OPAY a

and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Schedule.

2.7. Suppliers

- (a) Customer acknowledges and agrees that certain portions of the Application Services which enable Payment Transactions may be provided by OPAY Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Customer Designated Account in accordance with the terms of this Application Service Schedule and the Master Agreement. Should a Supplier terminate or suspend providing any services that are material to OPAY delivering the Application Services to Customer, then OPAY shall have the right to terminate this Schedule and Master Agreement immediately.
- (b) Certain Suppliers may require Customer to contract directly with said Supplier in order to facilitate OPAY providing the Application Services. Should Customer fail to maintain their contract with the Supplier, for any reason or no reason, then OPAY shall have the right to terminate the Application Services immediately.

2.8. Customer Marketing

- (a) In addition to any Customer publicity obligations contained in the Master Agreement, and subject to Section 9 of the Master Agreement, Confidentiality, Customer shall undertake reasonable efforts to market and promote the Application Services. Such marketing and promotion of the Application Services by Customer will include publishing the relevant URL for the OPAY website and relevant telephone number (as applicable) on all relevant marketing materials. Customer will obtain OPAY's prior consent for the use of any promotional or marketing materials that reference the Application Services or OPAY, except as to the pre-approved marketing materials provided by OPAY. Customer agrees to incorporate all reasonable changes requested by OPAY into any of the marketing materials it utilizes to ensure (i) the correct usage of the OPAY trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.
- (b) In order that Customer may promote the Application Services and OPAY's role in providing the Application Services during the Term, OPAY grants to Customer a revocable, non-exclusive, non-transferable, royalty-free license to use OPAY trademarks and logos ("**Official Payments Marks**") for such purpose only, in a form as approved by OPAY. Customer does not, and will not, have any other right, title, license or interest, express or implied, in and to OPAY intellectual property rights (including, without limitation, interactive voice response or the OPAY website scripts). Customer's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Schedule or Master Agreement, (b) immediately, in the event of any breach of this Section by Customer, or (c) immediately, upon notice by OPAY to the Customer. Customer agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by OPAY. All use of the Official Payments Marks will inure to the sole benefit of OPAY. In connection with the provision of the Application Services, Customer grants to OPAY a revocable, non-exclusive, non-transferable, royalty-free license to use Customer Marks. OPAY's license will terminate upon the termination or expiration of this Agreement.

3. APPLICATION SERVICES. The Application Services are based upon OPAY's Electronic Bill Payment and Presentment Solution.

- (a) Electronic Check Services: OPAY accepts electronic payments from personal and business checking and savings accounts.
- (b) Credit Card Services: OPAY accepts electronic payments from End Users using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- (c) Debit Card Services: OPAY accepts electronic payments from End Users using a debit card, which may include VISA® and MasterCard®.
- (d) Point-of-Sale ("POS"): OPAY offers over-the-counter payment capability through its virtual terminal application which can turn any internet-enabled Customer computer into a POS payment processing station. It provides Customer staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Customer personnel act as an agent of Customer in making the payment and not as agent of OPAY in processing the payment. Customer personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

- (e) Interactive Voice Response ("IVR"): OPAY offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Customer. IVR systems are backed by the same security and reliability built into the Internet model to protect End Users and their sensitive data. IVR-based payments are integrated with the same reports generated for web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

**Attachment 1
To Schedule 1 Service Schedule**

Fees

1. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
Annual Minimums. Annual minimums will begin upon Production Use of the Application Services or sixty (60) days after Delivery of the Application Services or one hundred eighty (180) days after Schedule Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Attachment 1 and payable January 31st of each calendar year.
 - A. **Minimum Fees**
\$20,000.00/annually
 - B. **Electronic Check (“eCheck”) Fees**
eCheck Processing – Bank routing/transit numbers will be validated for all electronic check transactions using a commercially available service. This service does not detect any of the following: the validity of the specific account number identified in the Payment Transaction; the availability of sufficient funds to cover the pending Payment Transaction; and/or any subsequent withdrawal of funds.
Service Fees to be charged to End User by OPAY:
\$ 0.75 per Payment Transaction for the following payment types:
 - Property Tax**Fees to be charged to Customer by OPAY:**
Return Fee:
\$5.95 as a Returned Transaction Fee for each Returned Transaction. OPAY will not represent the returned item to the depository institution identified by End User in the Payment Transaction.
 - C. **Credit/Debit Card Fee Schedule**
Service Fees to be charged to End User:
1.95% of the payment amount, with a minimum Service Fee of \$1.95 per Payment Transaction, when credit or debit cards are used for the following Payment Types:
 - Property Tax
 - D. **Point-of-Sale (POS)**
Service Fees: Same as Credit/Debit Card Fee Schedules above.
 - E. **IVR (Interactive Voice Response)**
Service Fees: Same as Electronic Check and Credit/Debit Card Fee Schedules above.
An IVR service charge of \$0.00 to be paid by the End User, regardless of whether the underlying fee is a Service Fee or an Absorbed Fee. End User will be advised of the additional IVR service charge before the transaction is finalized.