

AGREEMENT:

The Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as “MuniciPay”

Prepared for:

Chatham County Tax Office, NC.

AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the date specified by Merchant on the below signature page (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Chatham County Tax Office, NC. (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 12 East Street, Pittsboro, NC 27312.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant may utilize MuniciPay as an online and in-person payment processing solution for the Department and Payment Types as listed in Section 4 below.
2. **TERM:** This Agreement shall be in effect for a period of three (3) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than thirty (30) days' written notice of its intent not to renew. Notwithstanding the foregoing, either party may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to the other party.
3. **TERMINATION:** Either party may terminate this Agreement at any time during the term or any renewal term upon the occurrence or any one or more of the following:
 - a. A breach of any material provision of this Agreement by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof; and
 - b. The other party's failure to pay any amount owed under this Agreement for more than ten (10) business days after the date such amount is due to be paid.
4. **DEPARTMENT AND PAYMENT TYPES:** Merchant may use Muncipay for the following payment transactions ("Payment Transactions"):
 - Treasurer's Office
 - Taxes
5. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

The Fees that Company may collect from Payers are as follows:

- Clerk/Treasurer's Office
 - Electronic Checks / ACH: \$1.25
 - Debit Cards / Credit Cards: 2.50% with a \$2.00 minimum

† The Fee for payments made via IVR shall include a \$0.40 surcharge in addition to the amounts specified above.

6. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the MuniciPay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows.

7. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the MuniPay solution.
8. **BILLING DATA DELIVERY:** If Merchant's use of the MuniPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.
9. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
 - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
 - All devices will have a one-year warranty
10. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the MuniPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniPay solution.
11. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.
12. **MERCHANT'S PAYMENT OBLIGATIONS:** Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).
13. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
14. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniPay solution, and shall not use the MuniPay solution for any unlawful or improper purpose or otherwise misuse the MuniPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniPay solution to accept payments.
15. **CONFIDENTIALITY:** For purposes of this Agreement, "Confidential Information" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances surrounding disclosure, including all customer data and all non-public business, technology, product, roadmap, financial, pricing, and marketing information. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) is or becomes generally available to the public without breach of any obligation owed to the disclosing party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently

developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Notwithstanding the foregoing, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors, contractors, and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement (and for whom each party is responsible for any breach of this Agreement); and (b) as required by law (in which case, to the extent legally permitted, the receiving party will limit the disclosure to that required by law and provide the disclosing party with prior written notification thereof in order to allow the disclosing party the opportunity to contest such disclosure). Neither party will disclose the terms of this Agreement to any third party, except that Company may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Receiving party agrees to use the same degree of care that it uses to protect its own confidential and proprietary information to prevent the unauthorized use or disclosure of disclosing party's Confidential Information, but in no event less than a reasonable degree of care. Promptly after disclosing party's written request following termination or expiration of this Agreement, receiving party agrees to return or destroy disclosing party's Confidential Information; provided, however, that receiving party shall be entitled to retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course records retention and backup policies and procedures, or to comply with Applicable Law, provided that such Confidential Information is treated as such for so long as it is retained. Each party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party will be entitled to seek immediate injunctive and other equitable relief, in addition to all other remedies, for any violation or threatened violation of this Section.

This Agreement shall be governed by the laws of the State of North Carolina.

ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

FOR THE CUSTOMER:

Company: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Effective Date: _____

FOR AUTOAGENT:Company: Autoagent Data Solutions, LLCName: Stacy HuntSignature: Title: VP of Business DevelopmentAddress: 433 Plaza Real, Suite 275Boca Raton, FL 33432