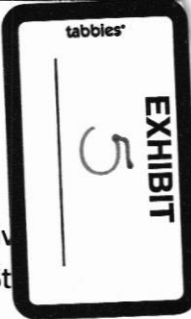


Genesis eBONDS Licensing and Service Provider Agreement



THIS LICENSING AND SERVICE PROVIDER AGREEMENT ("Agreement") is effective as of the "Service Go Live Date" and between GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the State of Texas, County of Hopkins, identified below (the "County" or "Customer").

This Agreement consists of Licensing and Services, the Terms and Conditions which are incorporated and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original.

Duration: Agreement will begin on the Service Go Live Date and continue for 12 months and continue through the last day of the 12th month after the Service Go Live Date.

Contacts:

State of Texas County of Hopkins
298 Rosemont Street
Sulphur Springs, TX 75482
Sheriff: Lewis Tatum
Email: ltatum@hopkinscountytexas.org
Phone: 903.438.4040

GenCore Candeo, Ltd. Db a The Genesis Group
5800 Eagles Nest Blvd
Tyler TX, 75703
Sales: Nick Moss
Email: nick.moss@ebondstx.com
Phone: 903.787.7415

1) Services:

- a) Genesis shall provide the following:
 - i) Genesis eBONDS ("eBONDS") - a secure, online system that integrates jail data into an automated bail bond application, creating an efficient and paperless bonding process.
 - ii) eBONDS use license at zero cost (\$0.00 US Dollars) to the County.
 - iii) Collection of the Sheriff's mandated bond fees, utilizing a credit card merchant account, which will deposit the collected fees into the designated account. **(See Exhibit A)**
 - iv) Initial eBONDS onboarding training of both County employees and bail bond agents/employees.
 - v) On call support, which is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7 via phone or email.
 - (2) Training and use support are available during regular weekday business hours.
 - vi) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted, while in transit and in rest.
- b) County shall provide the following:
 - i) County shall control access to eBONDS for each County employee and approved bail bonds businesses. County shall also set security levels for each user of eBONDS.
 - ii) Maintain the JMS API Interface.
 - iii) Grant Genesis access to the JMS API at zero cost (\$0.00 US Dollars)
 - iv) Provide a PC (PC or VM) on the County network with access to the JMS API. To communicate with the eBONDS cloud-hosted server, this PC/VM must be able to reach external addresses and must

present a static outbound IP address (to allow for whitelisting on the eBONDS cloud-hosted server). In order to provide support and scheduled updates, Genesis support must have either attended or unattended access to this VM/PC. The PC or VM shall be the County's responsibility to maintain and secure.

- v) The county shall agree to utilize only compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBONDS. (See Exhibit B)
- vi) To the extent practicable, jail-initiated bail bond transactions should be completed through Genesis eBONDS. Not limited to but including Recognizance, Attorney, Property, and Cash Bonds. Surety bonds are not compulsory or mandatory. Reasonable alternatives are permitted where Genesis eBONDS services are either unavailable or unworkable for any reason, and the County shall be permitted to use other means to meet lawful deadlines or to otherwise provide reasonable bond services in a timely manner to incarcerated persons, whether by traditional paper bonds or any other reasonable alternative.

2) **Bail Bonds License Agreement**

- a) For County reference only: Prior to the launch of eBONDS, all approved bail bond businesses in the County that are approved by the County and choose to access and use the eBONDS system shall receive training and shall agree to pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction per inmate posted through eBONDS. (See below example)

(Example: if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBONDS transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)

3) **Definitions**

- a) Genesis eBONDS or eBONDS is a secure, online system that integrates jail data into an automated bail bond application, creating an efficient and paperless bonding process.
- b) Service Go Live Date – The date on which the Genesis eBONDS services is first used by the customer to process a bail bond and/or payment. This date is a mutually agreed-to date and is after a detailed implementation plan is completed between both parties.
- c) Critical Support is defined by software/website not accessible or unable to perform the basic functions of eBONDS.
- d) JMS is defined as a Jail Management System – which is the computer system the jail utilizes to maintain inmate arrests, jailing, bookings, mugshots, etc.
 - i) If for any reason, there is a failure to integrate with the jail's JMS, this contract can be terminated by the County without penalty at any point before the go live.

4) Term and Conditions**a) TERM.**

- i) This Agreement will begin on the Service Go Live Date and continue until midnight on expiration date. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-extension at least sixty days before the then-current expiration date, and subject to the County's properly budgeted and appropriated funds for each successive fiscal year.

b) SERVICES.

- i) This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services ("eBONDS"). Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.

c) ACCESS AND SECURITY.

- i) Customer may access the Services solely for Customer's own internal business purposes. Customer agrees to notify Genesis immediately of any actual or suspected unauthorized use of the Services. Customer may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Customer's right to access the Services to any third party, beyond its contractual obligation to provide its services without permission of Genesis. Customer will use reasonable efforts to ensure the security and confidentiality of all passwords and other identifiers for use in accessing the Services. Customer will be responsible for all transactions and other activities conducted through the Services using any Identifiers furnished to or generated by Customer, and any such transactions will be deemed to have been completed by Customer. Customer agrees to maintain a current list of all persons authorized to access and use the Services on behalf of Customer. In no event will Genesis be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

d) LIMITATIONS.

- i) Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable external Fees, such as JMS costs, Customer may access and use the Services as set forth in this Agreement for Customer's own internal business purposes and the internal business purpose which it serves in the Location. Customer will not permit any third party to: (a) use the Services or System in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services (b) use the Services to intimidate or harass any persons or entities; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the System or Services; (d) remove, bypass or circumvent any electronic protection measures on the System or Services; (e) remove, alter, or obscure any copyright or other proprietary rights notices included on the System or Services; or (f) upload to the Services, or otherwise provide to Genesis any code or device capable of or intended to interrupt, harm or damage the Services or the operation of the Services.

e) ADDITIONAL CUSTOMER OBLIGATIONS.

- i) Customer will cooperate with Genesis and otherwise comply with all reasonable requests of Genesis for data, information, materials, and assistance to Genesis in the performance of the Services.
- ii) In the event of a court ordered Expunction, the Customer shall email Support a copy of the court order, along with any other identifying information needed to properly identify the bond documents that need to be removed. Genesis Support will remove the bond documents associated with the expunction and retain a copy of the court order for our records.

f) CONTENT.

- i) Except for any data, information, or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all Content provided by or on behalf of Customer through the Services ("Customer Content"). Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information;

(d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis may take remedial action if Content violates this Section, however, Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.

g) TERMINATION AND PENALTY.

- i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within ten business days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason, Genesis may cease all services.
- ii) The SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS sections of this Agreement will survive expiration or termination of this Agreement for any reason.
- iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.
- iv) Either party may terminate this Agreement at any time without reason and without penalty by providing sixty (60) days advance written notice to the other party.
- v) Termination by either party is limited to the disabling of access to the eBONDS system and does not constitute a refund of any fees paid within the current term.
- vi) Upon Termination, all data held within the system shall be provided to the Customer upon request, in a manner that the Customer can utilize for historically accurate bond records. Once data is released to the Customer, the data within the system will no longer be accessible by the Customer, through the system.

h) SITE OWNERSHIP.

- i) Genesis will retain all right, title and interest in and to the Services, System and Genesis Content, any updates, upgrades, enhancements, modifications, improvements, and translations thereto or thereof, and all worldwide intellectual property and proprietary rights therein and relating thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and any other intellectual property, proprietary, and sui generis rights ("IPR").

i) INDEMNIFICATION.

- i) To the extent permitted under Texas Law, Customer will indemnify, defend, and hold harmless Genesis, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Genesis Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) use of the System and; (2) actual or alleged breach by Customer of any provision of this Agreement; (3) negligence or willful misconduct of Customer; or (4) damage to property or injury to or death of any person directly caused by Customer or Customer's use of the System. Genesis will provide Customer with notice of any such claim or allegation, and Genesis has the right to participate in the defense of any such claim at its expense. Genesis will indemnify, defend, and hold harmless Customer, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Customer Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) licensed use of the System and; (2) actual or alleged breach by Genesis of any provision of this Agreement; (3) negligence or willful misconduct of Genesis; or (4) damage to property or injury to or death of any person directly caused by Genesis or licensed use of the System. Customer will provide Genesis with notice of any such claim or allegation, and Customer has the right to participate in the defense of any such claim at its expense. The parties expressly acknowledge that the County's authority to indemnify and hold harmless is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the County may constitute a debt. The parties further acknowledge that nothing in this Agreement requires the County incur a debt, levy or collect a tax or create a sinking fund.

j) LIMITATION OF LIABILITY.

- i) IN NO EVENT: (A) WILL GENESIS'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE LIMITS OF OUR COMMERCIAL LIABILITY INSURANCE POLICY. IN NO EVENT WILL GENESIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY CONTENT OR OF THE SERVICES,

EVEN IF GENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

k) CONFIDENTIALITY.

- i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Genesis's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

l) ADDITIONAL TERMS.

- i) "Relationship" Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, or employer/employee relationship between the parties. Neither party will hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
- ii) "Subcontractors" Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis.
- iii) "Notices" Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.
- iv) "Force Majeure" Genesis will not be liable to Customer or otherwise under this Agreement for delays or failures in performance under this Agreement due in any way to any failure by Customer to perform its obligations under this Agreement in a timely manner or otherwise comply with the terms of this agreement or to causes beyond Genesis's reasonable control, including, without limitation, labor disputes, acts of God, shortages, telecommunications failures or errors, actions or inactions of suppliers or service providers, fire, earthquake, flood, or other similar events.
- v) "Governing Law and Venue" This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement will be brought solely in the state and federal courts in Tyler, TX and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

- vi) "Assignment" Genesis may assign or transfer this Agreement, provided that Genesis's successor agrees to assume all of Genesis's obligations and responsibilities under this Agreement, and provided that notice is given to the County ninety (90) days before such assignment or transfer. Any assignment or transfer of this Agreement will not bind the County without its prior consent. In the event the County does not consent, the County may terminate this agreement at the County's discretion. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including any license granted hereunder), or delegate any of its duties under this Agreement, to any third party without Genesis's prior consent. Genesis consent to transfer will not be unreasonably nor arbitrarily delayed or withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of Genesis's and Customer's permitted successors and assigns.
- vii) "Waivers; Severability" All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- viii) Hopkins, as a governmental entity under the laws of the State of Texas, retains its full governmental immunity in executing this Agreement and performing hereunder. Nothing in this Agreement shall waive, limit or restrict the County's governmental immunity to suit or damages.

5) Signatures

State of Texas, County of Hopkins

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: Robert Newcom Printed Name: _____

Title: County Judge Title: _____

Signature: [Handwritten Signature] Signature: _____

Date: 1-8-24 Date: _____

Genesis eBONDS Licensing and Service Provider Agreement

Exhibit A

Sheriff's bond fees shall be authorized and transferred during the eBONDS process. This payment shall be routed through a payment gateway/merchant account, which may include a convenience fee that is charged by the payment gateway/merchant account, not by eBONDS. Genesis eBONDS has a default payment gateway/merchant account with Certified Payments aka Govolution. They have a separate service agreement that will accompany the eBONDS agreement. If the County chooses to utilize a different payment gateway/merchant account, this must be coordinated with eBONDS prior to going live. Questions regarding this should include the Treasurer/Accounting/Bookkeeper and the payment gateway company.

Exhibit B

The County shall agree to only utilize compatible electronic biometric USB signature pads, specifically the Topaz TF-S463 or the Topaz TF-LBK464, for, at minimum, each jail terminal that will conduct book-out transactions on eBONDS.

<https://topazsystems.com/products/specs/TFS463.pdf>

<https://www.topazsystems.com/products/specs/TFL464.pdf>

The required biometric signature pads can be provided through Genesis, upon request, or purchased through another vendor.



Participation Agreement

HOPKINS COUNTY SHERIFF'S OFFICE
298 ROSEMONT STREET
SULPHUR SPRINGS, TX 75482
("Participant")

AllPaid, Inc.
7820 Innovation Boulevard
Suite 250
Indianapolis, Indiana 46278
("AllPaid")

1. Services; Agency Appointment and Effect. The above-named entity ("Participant") and AllPaid agree that AllPaid is to act as Participant's agent for the limited purpose of receiving payments from Payers on Participant's behalf and Participant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Participant, extinguishing the Payer's payment obligation to Participant (in the amount paid by the Payer) as if the Payer had paid Participant directly, subject to any right Participant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Participant for Payer funds if AllPaid fails to remit funds to Participant from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). AllPaid shall provide Participant with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization. AllPaid shall provide Participant with participation procedures that Participant must follow in using AllPaid's payment services.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to AllPaid; (ii) by AllPaid upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. AllPaid shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the Payer or from Participant, as Participant specifies to AllPaid, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments**" applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.
- For payment of civil fines or fees, "**Service Fee Schedule for Civil Fines and Payments**" applies.

AllPaid will apply its then-current Service Fee to the payment types Participant has selected for processing under this Agreement. AllPaid may modify any or all Service Fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.** AllPaid reserves the right to charge Participant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree.

4. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes associated with Payers' use of cards to make payments to Participant through AllPaid. Further, AllPaid shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Participant to provide reasonable assistance in any challenge AllPaid makes to



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the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AllPaid further warrants that during the performance of this Agreement, AllPaid (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for Payer data while it is in AllPaid's possession, all at AllPaid's sole cost. Participant further warrants that Participant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

6. Indemnification and Disclaimers. AllPaid shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from AllPaid's performance under this Agreement. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OF PAYER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID. ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. ALLPAID IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, ALLPAID DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

7. Independent Contractor. AllPaid shall provide all services to Participant as an independent contractor. Other than the limited agency of AllPaid to accept payments for Participant, nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. AllPaid shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to AllPaid, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize AllPaid to accept additional types of payments, (ii) cancel the processing through AllPaid of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, Gov\$wipe®, etc.), (iv) modify the account(s) to which AllPaid shall direct payments to Participant, or (v) add other agencies,

allpaid

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departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any AllPaid services and equipment by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid acknowledgment and acceptance in writing and any verification process AllPaid may require. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to AllPaid, to accountservices@allpaid.com). AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

11. Gov\$wipe. AllPaid will provide Participants that select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Participant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware. Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at AllPaid's option, Participant will allow AllPaid and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate Payer data to AllPaid through Participant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov\$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. AllPaid shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Participant to return card readers at AllPaid's expense and by such method as AllPaid specifies.

12. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. Any waiver must be in writing and signed by the party to be charged and a waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

13. Completeness. This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified

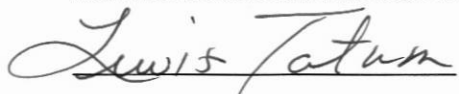
allpaid

Participation Agreement

except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and AllPaid provides prompt notice to Participant of such change(s) and may modify fees per Section 3.

14. Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

HOPKINS COUNTY SHERIFF'S OFFICE



By: _____

Title: Sheriff

Date: 1.8.2024

ALLPAID, INC.

By: _____

Title: _____

Date: _____

allpaid

Participation Agreement

ATTACHMENT "A" – SERVICE FEES

Service Fees may be the responsibility of Payer, Participant, or shared by Payer and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in section 9. For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility.

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments	
5.0%	
<i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i>	
<i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i>	

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.75% <i>Minimum Fee = \$3.50</i>	5.25% <i>Minimum Fee = \$5.00</i>

Service Fee Schedule for Civil Fines and Payments							
Transaction Range		Service Fee	Transaction Range		Service Fee		
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	<i>For each additional increment of \$50.00, or portion thereof, add \$2.00</i>			
Add \$4.00 to each fee amount for use of operator assistance to process a payment.							



Customer Application & Banking Worksheet

(Complete the following for each payment type)

Agency Name:		State:	
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Agency Address:	
-----------------	--

Agency Contact Name:	
----------------------	--

Primary Contact Phone Number:	
-------------------------------	--

Primary Contact Email Address:	
--------------------------------	--

Federal Employee Identification Number:	
---	--

Bank Name:	
------------	--

Bank ABA Routing Number:	
--------------------------	--

* A letter from your bank with electronic payment instructions is required to set-up your account

Bank Account Number:	
----------------------	--

Bank Contact Name:	
--------------------	--

Bank Phone Number:	
--------------------	--

Bank Account Name:		Account Type:	
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*Checking or Savings

Attestation:	<input type="checkbox"/>	Customer warrants and attests that all information customer provided to establish payment processing and associated services through AllPaid is accurate and true to the best of customer's knowledge.
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AllPaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.

INVOICE

DATE	INVOICE #
12/11/2023	10325

GenCore Candeo Ltd

The Genesis Group
5800 Eagles Nest Blvd.
Tyler, TX 75703

BILL TO	SHIP TO
Hopkins County 298 Rosemaont St Sulpher Springs, TX 75482	Hopkins County 298 Rosemaont St Sulpher Springs, TX 75482

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	S.O. No.
	Net 30	NM	12/11/2023		
QUANTITY	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT
1	Topaz	Topaz signature terminal with fingerprint sensor No Sales or Use Tax Collected - Direct Pay Client		440.00 0.00%	440.00 0.00
Thank you for your business.				Total	\$440.00
Customer is responsible for all taxes, import duties and shipping. Prices are payable in U.S.D. unless otherwise stated. Please make checks Payable to: GenCore Candeo Ltd., TIN 75-2967447 Physical Address: 5800 Eagles Nest Blvd., Tyler, TX 75703 Phone (903) 787-7400 Fax (903) 787-7460 accounting@genesisworld.com					



Participation Agreement

HOPKINS COUNTY SHERIFF'S OFFICE
298 ROSEMONT STREET
SULPHUR SPRINGS, TX 75482
("Participant")

AllPaid, Inc.
7820 Innovation Boulevard
Suite 250
Indianapolis, Indiana 46278
("AllPaid")

1. Services; Agency Appointment and Effect. The above-named entity ("Participant") and AllPaid agree that AllPaid is to act as Participant's agent for the limited purpose of receiving payments from Payers on Participant's behalf and Participant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Participant, extinguishing the Payer's payment obligation to Participant (in the amount paid by the Payer) as if the Payer had paid Participant directly, subject to any right Participant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Participant for Payer funds if AllPaid fails to remit funds to Participant from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). AllPaid shall provide Participant with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization. AllPaid shall provide Participant with participation procedures that Participant must follow in using AllPaid's payment services.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to AllPaid; (ii) by AllPaid upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. AllPaid shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the Payer or from Participant, as Participant specifies to AllPaid, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments**" applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.
- For payment of civil fines or fees, "**Service Fee Schedule for Civil Fines and Payments**" applies.

AllPaid will apply its then-current Service Fee to the payment types Participant has selected for processing under this Agreement. AllPaid may modify any or all Service Fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.** AllPaid reserves the right to charge Participant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree.

4. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes associated with Payers' use of cards to make payments to Participant through AllPaid. Further, AllPaid shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Participant to provide reasonable assistance in any challenge AllPaid makes to



Participation Agreement

the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AllPaid further warrants that during the performance of this Agreement, AllPaid (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for Payer data while it is in AllPaid's possession, all at AllPaid's sole cost. Participant further warrants that Participant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

6. Indemnification and Disclaimers. AllPaid shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from AllPaid's performance under this Agreement. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OF PAYER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID. ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. ALLPAID IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, ALLPAID DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

7. Independent Contractor. AllPaid shall provide all services to Participant as an independent contractor. Other than the limited agency of AllPaid to accept payments for Participant, nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. AllPaid shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to AllPaid, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize AllPaid to accept additional types of payments, (ii) cancel the processing through AllPaid of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, Gov\$wipe®, etc.), (iv) modify the account(s) to which AllPaid shall direct payments to Participant, or (v) add other agencies,



Participation Agreement

departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any AllPaid services and equipment by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid acknowledgment and acceptance in writing and any verification process AllPaid may require. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to AllPaid, to accountservices@allpaid.com). AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

11. Gov\$wipe. AllPaid will provide Participants that select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Participant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware. Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at AllPaid's option, Participant will allow AllPaid and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

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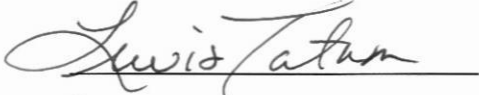
allpaid

Participation Agreement

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14. Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

HOPKINS COUNTY SHERIFF'S OFFICE



By: _____

Title: Sheriff

Date: 1.8.2024

ALLPAID, INC.

By: _____

Title: _____

Date: _____



Participation Agreement

ATTACHMENT "A" – SERVICE FEES

Service Fees may be the responsibility of Payer, Participant, or shared by Payer and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in section 9. For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility.

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments	
5.0%	
<i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i>	
<i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i>	

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.75% <i>Minimum Fee = \$3.50</i>	5.25% <i>Minimum Fee = \$5.00</i>

Service Fee Schedule for Civil Fines and Payments							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	<i>For each additional increment of \$50.00, or portion thereof, add \$2.00</i>			
Add \$4.00 to each fee amount for use of operator assistance to process a payment.							



an aventiv company

Customer Application & Banking Worksheet

(Complete the following for each payment type)

Agency Name:		State:	
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Agency Address:	
------------------------	--

Agency Contact Name:	
-----------------------------	--

Primary Contact Phone Number:	
--------------------------------------	--

Primary Contact Email Address:	
---------------------------------------	--

Federal Employee Identification Number:	
--	--

Bank Name:	
-------------------	--

Bank ABA Routing Number:	
---------------------------------	--

* A letter from your bank with electronic payment instructions is required to set-up your account

Bank Account Number:	
-----------------------------	--

Bank Contact Name:	
---------------------------	--

Bank Phone Number:	
---------------------------	--

Bank Account Name:		Account Type:	
---------------------------	--	----------------------	--

*Checking or Savings

Attestation: Customer warrants and attests that all information customer provided to establish payment processing and associated services through AllPaid is accurate and true to the best of customer's knowledge.

AllPaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.



INVOICE

DATE	INVOICE #
12/11/2023	10325

GenCore Candeo Ltd

The Genesis Group
5800 Eagles Nest Blvd.
Tyler, TX 75703

BILL TO	SHIP TO
Hopkins County 298 Rosemaont St Sulpher Springs, TX 75482	Hopkins County 298 Rosemaont St Sulpher Springs, TX 75482

P.O. NO.		TERMS	REP	SHIP DATE	SHIP VIA	S.O. No.
		Net 30	NM	12/11/2023		
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Topaz	Topaz signature terminal with fingerprint sensor No Sales or Use Tax Collected - Direct Pay Client			440.00 0.00%	440.00 0.00

Thank you for your business.	Total	\$440.00
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Customer is responsible for all taxes, import duties and shipping. Prices are payable in U.S.D. unless otherwise stated.
Please make checks Payable to: GenCore Candeo Ltd., TIN 75-2967447
Physical Address: 5800 Eagles Nest Blvd., Tyler, TX 75703
Phone (903) 787-7400 Fax (903) 787-7460 accounting@genesisworld.com

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and Hopkins County ("Subscriber"), whose principal place of business is located at 118 Church Street, Sulphur Springs, Texas 75482, on this date the 8th day of January, 2024 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in item #21 on page 2 of this agreement.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with item #21 on page 2 of this agreement.
3. **TERM.** The term of this agreement shall be for a period of 1 year from the date of the Agreement, with automatic 1 year renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in item #21 on page 2 of this agreement.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
 - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
 - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
 - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
- 6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
 - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
 - 7.2. **Use and Nondisclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.
9. **LIMITATIONS ON LIABILITY.** To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.

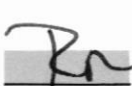
Initials:  _____

GOVOLUTION

by deluxe

- 9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.
- 9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.
10. **INDEMNIFICATION.** To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.
11. **NOTICES.** Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:
- Govolution LLC
100 Throckmorton St, Suite 1800,
Fort Worth, TX 76102
- Subscriber:
Hopkins County
118 Church Street
Sulphur Springs, TX 75482
-
- Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.
12. **ENTIRE AGREEMENT.** This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.
13. **MODIFICATION.** This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
14. **HEADINGS AND SUBSECTIONS.** Section headings are provided for convenience of reference and do not constitute part of this Agreement.

15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.
18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the State of Indiana or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.
21. **FEES.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due. In the instance where fees are being passed to the citizen, please refer to Attachment 1 – Pricing Schedule.

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ATTACHMENT 1 – PRICING SCHEDULE

The pricing options below reflect using payment and merchant services through Govolution's Velocity Payment System and corporate processor, First American Payment Systems by Deluxe.

SERVICE FEE MODEL (CONVENIENCE FEE MODEL)

No Cost Solution to Client

In a Service Fee (Convenience Fee) pricing model, the Customer makes payment for the sum of the principal amount plus an additional fee ("Service Fee") to cover the cost of the transaction. The Client will not be charged credit card or ACH processing costs. **The Service Fee pricing includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.** Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Client. In addition, Govolution has typically absorbed any increases in interchange fees mandated by the credit card brand rules. However, Govolution does reserve the right to request to increase the charged service fee if the card brands increase their interchange fees substantially.

SERVICE FEE MODEL FOR TAX, FINES, PERMITS – MISCELLANEOUS GOVERNMENT PAYMENTS

Payment Type	Service Fee Per Transaction To Citizen
Any Velocity Product	2.95% for Visa, MasterCard, Discover \$2.00 minimum

- The Client will receive the payment amount settled into an account designated for the specific e-Government application (e.g., bond payments, real estate tax, etc.). Govolution will retain the service fee.

Initials:  _____

SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
 - Govolution will charge customer ("Cardholder" or "Customer") a "Service Fee" for each Card or Electronic Check transaction processed (the "Service Fee"), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
 - Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
 - With respect to all "refund" Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber's depository bank account (the "Subscriber Bank Account") for the amount of the corresponding Subscriber Payment.
 - With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
 - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
 - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card and obtain the Customer's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
 - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.

2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
 - Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
 - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
 - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
 - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
 - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
 - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials

Subscriber:

By: Robert Newson
Name: Robert Newson
Title: County Judge

Govolution

By: _____
Name: _____
Title: _____