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14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

CHASE () Paymentech

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CITY Green	ville						STA	TE	TX		ZIP CO	UP CODE 75401		
PRIMARY CONTACT	De	Delores Shelton							TELEPH	ONE #	903-	408-41	71	
TYPE OF ENTITY INDIVIDUAL/SOLE PROPRIETOR PARTNERSHIP ILC* * IF LLC, TAXED AS: DISREGARDED ENTITY CORPORATION GOVERNMENT AGENCY WEBSITE URL: WWW.huntcounty.net WHAT MERCHANDISE DO YOU SELL OR SERVICES DO YOU PROVIDE? Court filing TYPE OF OWNERSHIP: JENNIEER LINDENZWEIG PUBLIC CORPORATION STOCK EXCHANGE PRIVATE NON PROFIT SUBSIDIARY OF PUBLIC COMPANY														
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STREET ADDRESS	2507 Lee Street									
CITY	Greenville STATE TX ZIP CODE 75401							75401		
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SUBMITTER NAME	ſ	yler Technologies, inc.						d sh		

*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.

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Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Tyler Technologies, Inc. (referred to herein as "Submitter") in providing you with state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and MasterCard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf and that Submitter may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

1. Card Acceptance Policies and Prohibitions.

You must:

- (a) notify Paymentech (on the Application or otherwise) of all of your Card acceptance methods (e.g. card-present, card-notpresent, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Cards, unless you have notified Paymentech of your election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard consumer credit (but not debit) cards and Visa and MasterCard commercial credit and debit cards only; or
 - ii, Visa and MasterCard debit cards only;
- (c) honor all foreign bank-issued Visa or MasterCard Cards;
- (d) publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- (e) examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- (f) in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer; and
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- (h) engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- (i) set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- (k) request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- (I) add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You must <u>not:</u>

- (m) require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- (n) require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- (p) submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

INTERNAL PAYMENTECH USE		Rev 11/15pdf
Merchant Name: Hunt County	Page 1 of 4	Paymentech Contract No. 070725

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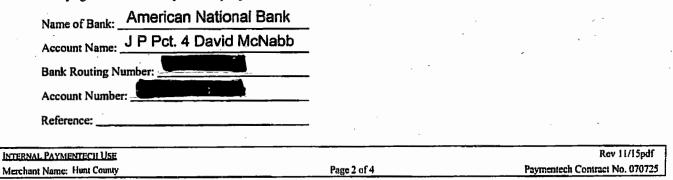
(q) accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- (r) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- (s) is not submitted on behalf of a third party;
- (t) represents a current obligation of the Customer to you solely for the amount of the Transaction;
- (u) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (v) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (w) is free from any material alteration not authorized by the Customer;
- (x) or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- (y) if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and
- 2. CHARGEBACKS. You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:
 - (a) you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
 - (b) you did not obtain an authorization/approval code;
 - (c) the Transaction was prepared incorrectly or fraudulently;
 - (d) Paymentech did not receive your response to a Retrieval Request;
 - (e) the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
 - (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
 - (g) The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

- (a) Paymentech will submit your Transactions to the applicable Payment Brand. Promptly after Paymentech receives funds for your settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 3. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions *minus* the sum of all Refund Transactions, Chargebacks, and all applicable charges;
- (d) If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options:
 (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- (e) Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you, either within the application you submit to Paymentech or below. Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.



(f) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the terms of the Agreement between Submitter, Paymentech and Member (the "Submitter Agreement"), (ii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Transactions; Card Information.

- (a) By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable. If at any time you determine or suspect that Transactions or Card Information_have been compromised, you must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.
- (b) You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

5. Definitions.

- (a) "Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- (b) "Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Gov-Pay from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- (d) "Convenience Fee Transaction" is a Transaction representing a charge to a Customer's Card for the convenience of using the payment channel offered by Merchant through Submitter.
- (e) "Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- (f) "Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- (g) "Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.

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- (h) "Payment Brand" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- (i) "Payment Brand Rules" are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.
- (j) "Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- (k) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (1) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (m)"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- (n) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Hunt County
MERCHANT LEGAL NAME (Print or Type)
2507 Lee Streen Greenville, TX/75401
Address (Print br Type)
x Lughh
By (authorized signature)
John L. Harro - Carry Judge
By, Name, Title (Print or Type)
Ebruary 27,2018
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:____

Print Name:

Title:

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

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Merchant Name:	Hunt County

#14,991

CHASE () Paymentech'

14221 Dalias Parkway, Dalias, Texas 75254 • 4 Northeastern Blvd, Saiem, NH 03079-1952 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

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COMPANY CFO:		Delores Shelton								
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NAME (please print)		Delores Shelton	,		TITLE (please print)	Treasurer				
TELEPHONE NUMBE	R	903-408-4171			EMAIL ADDRESS:	hctreasurer@huntcounty.net				
SIGNATURE		Delonsheltor			DATE: 222-18		r. 9			
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I, the undersigned, being an officer/principal of <u>instance</u> represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information. (Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)										
NAME (please print)										
SIGNATURE	Delosshelt DATE 27.18									
(IF THE SIGNER HAS		ALREADY PROVIDED IT ABOVE, A RESIDENTIAL A	DORESS IS	PREF	ERRED, IF AVAILABLE (I	O PO BOX OR	PAID MAILBOX). IF NOT AVAILABLE			
STREET ADDRESS		2507 Lee Street								
СПТУ	Gre	Greenville STATE TX				ZIP CODE	75401			
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SUBMITTER NAME	Т	yer Technologies, Inc.								

*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.

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SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Tyler Technologies, Inc. (referred to herein as "Submitter") in providing you with state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and MasterCard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf and that Submitter may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

1. Card Acceptance Policies and Prohibitions.

You must:

• *1* <u>2</u>21

- (a) notify Paymentech (on the Application or otherwise) of all of your Card acceptance methods (e.g. card-present, card-notpresent, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Cards, unless you have notified Paymentech of your election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard consumer credit (but not debit) cards and Visa and MasterCard commercial credit and debit cards only; or
 - ii. Visa and MasterCard debit cards only;
- (c) honor all foreign bank-issued Visa or MasterCard Cards;
- (d) publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- (e) examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- (f) in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer; and
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- (h) engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- (i) set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- (k) request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- (l) add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You *must <u>not:</u>*

- (m) require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- (n) require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- (p) submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

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(q) accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- (r) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- (s) is not submitted on behalf of a third party;
- (t) represents a current obligation of the Customer to you solely for the amount of the Transaction;
- (u) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (v) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (w) is free from any material alteration not authorized by the Customer;
- (x) or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- (y) if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech, and
- <u>CHARGEBACKS</u>. You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

 (a) you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
 - (b) you did not obtain an authorization/approval code;
 - (c) the Transaction was prepared incorrectly or fraudulently;
 - (d) Paymentech did not receive your response to a Retrieval Request;
 - (e) the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
 - (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
 - (g) The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

- (a) Paymentech will submit your Transactions to the applicable Payment Brand. Promptly after Paymentech receives funds for your settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 3. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions *minus* the sum of all Refund Transactions, Chargebacks, and all applicable charges;
- (d) If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options:
 (i) demand and receive immediate payment for such amounts;
 (ii) debit the Settlement Account for the amount of the negative balance;
 (iii) withhold settlement payments to the Settlement Account until all amounts are paid,
 (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and
 (v) pursue any remedies we may have at law or in equity.
- (e) Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you, either within the application you submit to Paymentech or below. Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.

Merchant Name: Hunt County	Page 2 of 4	Paymentech Contract No. 070725
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Reference:	-	
Account Number:		
Bank Routing Number:	_	
Account Name:Hunt County, Texas J.P. Office, PCT	3	
Name of Bank:Alliance Bank	·	

(f) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the terms of the Agreement between Submitter, Paymentech and Member (the "Submitter Agreement"), (ii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Transactions; Card Information.

- (a) By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable. If at any time you determine or suspect that Transactions or Card Information have been compromised, you must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.
- (b) You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

5. Definitions.

- (a) "Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- (b) "Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Gov-Pay from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- (d) "Convenience Fee Transaction" is a Transaction representing a charge to a Customer's Card for the convenience of using the payment channel offered by Merchant through Submitter.
- (e) "Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- (f) "Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- (g) "Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.

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Merchant Name: Hunt County	Page 3 of 4	Paymentech Contract No. 070725

- (h) "Payment Brand" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- (i) "Payment Brand Rules" are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.
- (j) "Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- (k) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (I) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (m)"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- (n) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Hunt County
MERCHANT LEGAL NAME (Print or Type)
2507 Lee Street, Greenville, TX 75401
Address (Print) or (Type)
x > LANX/
By (authorized signature)
John L. HORN. County Judge
By, Name, Title (Print or Type)
EbRUARY 27,2018
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:

Print Name:

Title:

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

INTERNAL PAYMENTECH USE		Rev 11/15pdf
Merchant Name: Hunt County	Page 4 of 4	Paymentech Contract No. 070725

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www.chasepaymentech.com

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

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- (s) is not submitted on behalf of a third party;
- (t) represents a current obligation of the Customer to you solely for the amount of the Transaction;
- (u) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (v) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (w) is free from any material alteration not authorized by the Customer;
- (x) or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- (y) if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and
- CHARGEBACKS. You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:
 - (a) you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
 - (b) you did not obtain an authorization/approval code;
 - (c) the Transaction was prepared incorrectly or fraudulently;
 - (d) Paymentech did not receive your response to a Retrieval Request;
 - (e) the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
 - (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
 - (g) The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

- (a) Paymentech will submit your Transactions to the applicable Payment Brand. Promptly after Paymentech receives funds for your settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 3. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions minus the sum of all Refund Transactions, Chargebacks, and all applicable charges;
- (d) If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- (e) Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you, either within the application you submit to Paymentech or below. Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.

INTERNAL PAYMENTECH USE Merchant Name: Hunt County	Page 2 of 4	Rev 11/15pdf Paymentech Contract No. 070725
Reference:	······································	
Account Number:		
Bank Routing Number:		
Account Name: Justice Precinct No 2		
Name of Bank: Inwood National Ban	<u>k</u>	

(f) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the terms of the Agreement between Submitter, Paymentech and Member (the "Submitter Agreement"), (ii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Transactions; Card Information.

- (a) By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable. If at any time you determine or suspect that Transactions or Card Information_have been compromised, you must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.
- (b) You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

5. Definitions.

- (a) "Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- (b) "Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Gov-Pay from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- (d) "Convenience Fee Transaction" is a Transaction representing a charge to a Customer's Card for the convenience of using the payment channel offered by Merchant through Submitter.
- (e) "Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- (f) "Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- (g) "Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.

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Merchant Name: Hunt County	Page 3 of 4	Paymentech Contract No. 070725

- (h) "Payment Brand" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- (i) "Payment Brand Rules" are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.
- (j) "Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- (k) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (I) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (m)"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- (n) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

MERCHANT LEGAL NAME (Print or Type) 2507 Leo Street, Greenville, TX 75401 Address (Print or Type) X By (puthorized signature) John L. Hoorn - County Juckee
2507 Lee Street, Greenwille, TX 75401 Address (Primer Type) By (guthorized signature)
By (guthorizzdi signature)
John L. HORN - County Jucke
By, Name, Title (Print or Type)
FEBRUARY 27,2018
Date 🛇

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:

Print Name:

Title:

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

INTERNAL PAYME	NTECH USE
Merchant Name:	Hunt County

#14,991

CHASE () Paymentech"

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

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COMPANY CFO: Delores Shelton												
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)												
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*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Tyler Technologies**, Inc. (referred to herein as "Submitter") in providing you with state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and MasterCard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf and that Submitter may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

1. Card Acceptance Policies and Prohibitions.

You must:

- (a) notify Paymentech (on the Application or otherwise) of all of your Card acceptance methods (e.g. card-present, card-notpresent, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Cards, unless you have notified Paymentech of your election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard consumer credit (but not debit) cards and Visa and MasterCard commercial credit and debit cards only; or
 - ii. Visa and MasterCard debit cards only;
- (c) honor all foreign bank-issued Visa or MasterCard Cards;
- (d) publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- (e) examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- (f) in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer, and
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- (h) engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- (i) set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- (i) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- (k) request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- (I) add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You must <u>not:</u>

- (m) require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- (n) require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
 (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- (p) submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

INTERNAL PAYMENTECH USE		Rev 11/15pdf
Merchant Name: Hunt County	Page 1 of 4	Paymentech Contract No. 070725

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(q) accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- (r) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- (s) is not submitted on behalf of a third party;
- (t) represents a current obligation of the Customer to you solely for the amount of the Transaction;
- (u) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (v) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (w) is free from any material alteration not authorized by the Customer;
- (x) or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- (y) if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and
- 2. <u>CHARGEBACKS</u>. You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include: (a) you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
 - (b) you did not obtain an authorization/approval code;
 - (c) the Transaction was prepared incorrectly or fraudulently;
 - (d) Paymentech did not receive your response to a Retrieval Request;
 - (e) the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
 - (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
 - (g) The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

- (a) Paymentech will submit your Transactions to the applicable Payment Brand. Promptly after Paymentech receives funds for your settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 3. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions *minus* the sum of all Refund Transactions, Chargebacks, and all applicable charges;
- (d) If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options:
 (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- (e) Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you, either within the application you submit to Paymentech or below. Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.

Merchant Name: Hunt County		Page 2 of 4		Paymentech Con	tract No. 070725
INTERNAL PAYMENTECH USE					Rev 11/15pdf
Reference:		. ÷	•		
Bank Routing N Account Numbe					
Account Name:	Sheila D Linden Hunt County Justice of Peace				
Name of Bank:	American National Bank				

(f) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the terms of the Agreement between Submitter, Paymentech and Member (the "Submitter Agreement"), (ii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Transactions; Card Information.

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- (a) By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable. If at any time you determine or suspect that Transactions or Card Information have been compromised, you must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.
- (b) You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

5. Definitions.

- (a) "Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- (b) "Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Gov-Pay from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) "Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- (d) "Convenience Fee Transaction" is a Transaction representing a charge to a Customer's Card for the convenience of using the payment channel offered by Merchant through Submitter.
- (e) "Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- (f) "Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- (g) "Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.

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- (h) "Payment Brand" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- (i) "Payment Brand Rules" are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.
- (j) "Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- (k) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (I) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (m)"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- (n) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Hunt County
MERCHANT LEGAL NAME (Print or Type)
2507 bee Street, Greenville, TX/15401
Address (Print of Type)
XXXXXXX
By (authorized signature)
John L. Horno - County Judge
By, Name, Title (Print or Type)
February 27,2018
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:

Print Name:

Title:

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

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Merchant Name: Hunt County	Page 4 of 4	Paymentech Contract No. 070725

14,991

www.chasepaymentech.com

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

CHASE () Paymentech

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NAME (please print)		Delores Shelton				TITLE (please print)	Treasurer		
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*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Tyler Technologies, Inc. (referred to herein as "Submitter") in providing you with state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and MasterCard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf and that Submitter may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

1. Card Acceptance Policies and Prohibitions.

You must:

- (a) notify Paymentech (on the Application or otherwise) of all of your Card acceptance methods (e.g. card-present, card-notpresent, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Cards, unless you have notified Paymentech of your election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard consumer credit (but not debit) cards and Visa and MasterCard commercial credit and debit cards only; or
 - ii. Visa and MasterCard debit cards only;
- (c) honor all foreign bank-issued Visa or MasterCard Cards;
- (d) publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- (e) examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- (f) in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer; and
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- (h) engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- (i) set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- (k) request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- (1) add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You must <u>not:</u>

- (m) require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- (n) require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- (p) submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

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(q) accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- (r) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- (s) is not submitted on behalf of a third party;
- (t) represents a current obligation of the Customer to you solely for the amount of the Transaction;
- (u) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (v) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;

(w) is free from any material alteration not authorized by the Customer;

- (x) or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- (y) if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and
- 2. <u>CHARGEBACKS</u>. You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:
 - (a) you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
 - (b) you did not obtain an authorization/approval code;
 - (c) the Transaction was prepared incorrectly or fraudulently;
 - (d) Paymentech did not receive your response to a Retrieval Request;
 - (e) the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
 - (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
 - (g) The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

- (a) Paymentech will submit your Transactions to the applicable Payment Brand. Promptly after Paymentech receives funds for your settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 3. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions *minus* the sum of all Refund Transactions, Chargebacks, and all applicable charges;
- (d) If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options:
 (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- (e) Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you, either within the application you submit to Paymentech or below. Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.

INTERNAL PAYMENTECH USE Merchant Name: Hunt County		Page 2 of 4	Rev 11/15pdf Paymentech Contract No. 070725
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Reference:			-
Account Number:			
Bank Routing Num	ber:		
Account Name:	ica ol the Peace Wayne Money Prec. 1 Place 1 Criminal Account		
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(f) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the terms of the Agreement between Submitter, Paymentech and Member (the "Submitter Agreement"), (ii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Transactions; Card Information.

- (a) By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable. If at any time you determine or suspect that Transactions or Card Information_have been compromised, you must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.
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- (b) "Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Gov-Pay from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
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By signing below you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.

Agreed and Accepted by:

Hunt County
MERCHANT LEGAL NAME (Print or Type)
2507 Lee Street, Greenville, TX 75401
Address (Phin of Type)
x Sturiatt
By (puthorized signature)
John/L. MORN - Caunty Judge
By, Name, Title (Print or Type)
February 27, 2018
Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:

Print Name:

Title:

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

INTERNAL PAYME	
Merchant Name:	Hunt County