



Participation Agreement

Webb County Sheriff's Office - TX
902 Victoria St.
Laredo, TX 78042-0029
("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,



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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



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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.

1. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
2. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
3. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
4. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
5. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
6. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
7. Confidentiality. Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.
8. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
9. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
10. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
11. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

13. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

14. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

15. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the services contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

16. NON-APPROPRIATIONS. Webb County cannot warrant that funds will be available to pay for the funds through the end of the current and/or any future fiscal period, and shall use the County's budgetary process to obtain funds to pay all payments in and through the end of this year's term or any future term. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to Webb County or its representative including the return of any documentation that must be preserved pursuant to federal and/or state laws will be required prior to any disbursement of payment.

17. Webb County shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

WEBB COUNTY SHERIFF'S OFFICE - TX

ALLPAID, INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



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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:	
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Agency Contact Name:	
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Primary Contact Phone Number:	
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Primary Contact Email Address:	
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Federal Employee Identification Number:	
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Bank Name:	
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Bank ABA Routing Number:	
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* A letter from your bank with electronic payment instructions is required to set-up your account

Bank Account Number:	
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Bank Contact Name:	
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Bank Phone Number:	
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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.