Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") City of Corpus Christi, TX ("Subscriber"), whose principal place of business is located at 1201 Leopard St, Corpus Christi, TX 78401 on this date the _____ day of _____, 2022 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Attachment 1.

2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Attachment 1 – Price Schedule.

3. **TERM**. The term of this agreement shall be for a period of 3 years from the date of the Agreement, with automatic annual renewals until termination notice is provided by either party, as required in section 4.

4. **TERMINATION**. Either party may elect to terminate this Agreement by giving the other party at least ninety (90) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.

5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.

6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems necessary to render the Subscribed Services.

    6.1. Technical Representative. Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.

    6.2. Data Maintenance and Backup Procedures. Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.

    6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.

    6.4. Taxes: Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.

7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.

    7.1. Exceptions: A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

    7.2. Use and Nondisclosure: The parties agree, unless required by law, subpoena or court order, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law. The parties acknowledge that the City is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). Should City receive a request for disclosure of Confidential Information pursuant to the Act, City will promptly provide Contractor notice of such request in accordance with Section 552.305 of the Texas Government Code so that Contractor may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of Confidential Information under the Act resides with Contractor. Should Contractor be unable to establish a valid exception from disclosure or exclusion from the Act or protective order, then City may release the information, solely to the extent necessary to comply with the Act.

8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.

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9. **LIMITATIONS ON LIABILITY. To the maximum extent permitted by law,** in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.

9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution commits to minimum requirements that include devicescapable of running the most recent releases of internet browsers, such as Microsoft Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. Any computer capable of running these browsers with their most updated versions will exceed the minimum hardware requirements to run the Govolution payment platform. Govolution designs and test our web products to ensure they satisfy web accessibility standards. We use the NVDA open-source screen reader tool as part of our testing efforts. There are many different screen readers that are available, so we can't guarantee that everyone will work 100% of the time, but we strive, in our design, to maximize the likelihood that screen readers will work.

9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.

10. **INDEMNIFICATION.** To the maximum extent permitted by Texas law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.

11. **NOTICES.** Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC – 100 Throckmorton St., Suite 1800, Fort Worth, TX 76102
City of Corpus Christi Attn: Director, Finance & Procurement, 1201 Leopard Street Corpus Christi, TX 78401

With copy to:
City of Corpus Christi Attn: City Treasurer PO Box 9277 Corpus Christi, TX 78469-9277

Subscriber: _____

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

12. **ENTIRE AGREEMENT.** This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.

13. **MODIFICATION.** This Agreement may not be modified except by a written instrument properly executed by the parties hereto.

14. **HEADINGS AND SUBSECTIONS.** Section headings are provided for convenience of reference and do not constitute part of this Agreement.

15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.

17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.

18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

19. *FORCE MAJEURE.* Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.

20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the State of Texas (or, if there is exclusive federal jurisdiction, U.S. District Court), and the parties hereby consent to the personal and exclusive

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jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.

21. FEES. Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Govolution will invoice the Subscriber monthly for fees due.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

Subscriber: *Govolution*

*By(sign):*_____ *By(sign):*_____

*Name:*_____ *Name:*_____

*Title:*_____ *Title:*_____

*Date:*_____ *Date:*_____

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ATTACHMENT 1 – PRICING SCHEDULE

The pricing options below reflect using payment and merchant services through Govolution's Velocity Payment System and corporate processor, First American Payment Systems. Both Option #1 and or Option #2 can be used per MID.

OPTION #1: SERVICE FEE MODEL (CONVENIENCE FEE MODEL)

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

SERVICE FEE MODEL FOR GOVERNMENT & EDUCATION PAYMENTS

Payment Type	Service Fee Per Transaction
Credit/Debit Card	2.19%
Electronic Check/ACH	$.50

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

- If using IVR solution, the service fee will increase by 0.05% to cover all IVR call minutes. Please note that each IVR application includes a single standard IVR call script utilizing Govolution pre-recorded professional voice prompts and a single workflow will be provided. Each additional recorded language and/or workflow is classified as a separate call script. Additional call scripts or non-standard recorded voice prompts will be quoted at the prevailing rate.

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

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

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

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OPTION #2: NON-SERVICE FEE MODEL (NON-CONVENIENCE FEE MODEL)

The following pricing models are offered to the Client for Non-Service Fee (Non-Convenience Fee) applications. **This model assumes that the individual Client agency, department or entity will not be passing along a Service Fee to payers, and will be absorbing the cost of payment-related services.**

SOFTWARE LICENSE FEE FOR NON-SERVICE FEE DEPLOYMENTS

Velocity Payment System Enterprise License Fee [1]	*Waived*

Note: Electronic payment processing via Govolution's enterprise platform, the Velocity Payment System, Customer Support, Hosting, & Continuity of Operations are included.

1. Velocity Payment System functionality that is provided includes:
    a. Real time, online reporting
    b. Real time, online user permissions management
    c. Batch transaction data export
    d. Virtual terminal for point of sale and over the phone transactions
    e. Virtual terminal with customer profiles
    f. Standard web applications with electronic payment processing
    g. Bill presentment with electronic payment processing
    h. Interactive Voice Response with integrated payment processing

VELOCITY PAYMENT SYSTEM (VPS) IMPLEMENTATION AND MONTHLY FEES (PER TRANSACTION FEES ONLY APPLY IF A GATEWAY IS NEEDED IN LIEU OF BOTH GATEWAY AND PROCESSING

Velocity Product	Setup Fee per Deployment	Monthly Gateway Fee per Deployment	Per Transaction Gateway Fee
Online Reporting	*Waived*	*Waived*	*Not Applicable*
Online User Administration	*Waived*	*Waived*	*Not Applicable*
Automated Batch Data Export	*Waived*	*Waived*	*Not Applicable*
Risk Management & Audit Reporting	*Waived*	*Waived*	*Not Applicable*
Mobile Phone Payments	*Waived*	*Waived*	*Not Applicable*

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IVR FEES – TELECOMMUNICATIONS FEES FOR NON-SERVICE FEE IVR DEPLOYMENTS

Per minute Telecommunications Fee	$0.10 per minute

1. Interactive Voice Response telecommunications charges apply if Govolution's IVR platform is used for interactive voice response during payment. If the Merchant's existing IVR system is used, then no additional Telecommunications fees will be charged.

MERCHANT CARD SERVICES – PROCESSING FEES – FIRST AMERICAN PAYMENT SYSTEMS (4)

Visa Discount Rate	VI Interchange + DFA [1] + (.05%)[2] + ($0.06) [3] + ($0.06) [4]
MasterCard Discount Rate	MC Interchange + DFA [1] + (.05%)[2] + $0.06 [3] + ($0.06) [4]
Discover Card Discount Rate	Discover Rate + DFA [1] + (.05%)[2] + ($0.06)[3] + ($0.06) [4]
American Express Discount Rate	American Express Rate + (.05%)[2] + ($0.06)[3] + ($0.06) [4]
PIN-Based Debit Discount Rate	Visa/MasterCard Interchange Rate + (.05%)[2] + ($0.06) + ($0.06) [4]
ACH/e-Check Rate	$0.12 per transaction[5]

Please refer to Visa, MasterCard, and Discover, Interchange Rates
1. Pass through of Dues, Fees and Assessments charged by Visa, MasterCard and Discover card associations.
2. Merchant Services Provider Fee
3. Standard Authorization Fee
4. Merchant services provided by First American Payment Systems (Govolution's Parent Company), this fee is found under Rates and Fees in the Merchant Application, total fee amount between that and the MSA is .05% + $.12 for processing and technology
5. ACH services ("First Fund") provided by First American Payment Systems. (Govolution's Parent Company)

OTHER MERCHANT FEES – FIRST AMERICAN PAYMENT SYSTEMS

New Merchant ID Setup	***No Charge***
Retrievals - Plus Pass Through Postage	~~$10.00 per retrieval request~~
Charge backs - Plus Pass Through Postage	~~$25.00 per charge back request~~
Monthly Merchant ID Statement Fee	~~$4.00 per Merchant ID per month~~
Standard Authorization Fee	Included in provided Discount Rates listed above
Voice Authorization Fee	~~$0.65 per voice authorization~~
Online Daily Batch Reporting	***No Charge***
Online Monthly Reports by Merchant ID	***No Charge***
Check Guarantee Services	Pricing available on request
Check Conversion Services	Pricing available on request
Negative Check Verification Services	~~$0.05 per ACH transaction~~
ACH Return/NOC Fee	~~$2.00 per transaction~~

Note: First American Payment Systems (Govolution's Parent Company) does not charge a monthly minimum fee or PCI Compliance and Non-PCI Compliance Fees.

Note: Electronic payment processing via Govolution's enterprise platform, the *Velocity Payment System,* Customer Support, Hosting, & Continuity of Operations are included. License fee is not applicable to Service fee applications.

OTHER SERVICE FEES

Client User Training	***No Charge - Comprehensive remote training is included for all deployments, by MID, department and or transaction type*** ~~$500 per 3-hour remote training session~~ ~~$1,000 per 8-hour onsite training session~~ ~~(Travel & expenses are billed at cost)~~
Professional Service Fees:	~~Custom Development - $150.00/hour~~ ~~Custom Project Management - $180.00/hour~~

*Comprehensive remote training includes one 3-hour end user or train-the-trainer session via the web for each collection type deployed (i.e. tax payments, parking tickets, permit fees, etc.). Govolution will provide the Client with electronic training materials and product user guides not less than 10 days prior to each training session.

EQUIPMENT PRICING FOR BOTH OPTION #1 AND OR OPTION #2

WHOLESALE PURCHASE - INGENICO TERMINAL PRICING:

CARD TERMINAL MODELS	Ingenico IPP320 (EMV/SWIPE/KEY ENTRY):
- Additional monthly fees may apply if a wireless connection is needed other than the City's own. - Purchase of a terminal includes all costs associated for deployment (i.e. shipping, cables, encryption, 1 year warranty and till end of life support) - Receipt ribbon and paper not included	1-15 terminals - $0 per terminal 16-25 terminals - $125 per terminal 26+ terminals - $95 per terminal Ingenico Lane 5000 (EMV/SWIPE/KEY ENTRY/SIGNATURE CAPTURE/TOUCHLESS/APPLE PAY/GOOLE PAY): 1-5 terminals - $430 per terminal 6-10 terminals - $380 per terminal 11+ terminals - $345 per terminal

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SWIPE SIMPLE TERMINAL PRICING:

CARD TERMINAL MODELS	
Swift B200 – No cost	Monthly Fee - $0
Swift B250 – No cost	Additional Per Transaction Fee - $0
Swift B250 base support – No cost	

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