



The Payment Group Service Agreement

Important – Read Carefully: This is an agreement (this “Agreement”) between The Payment Group, LLC (“TPG”), a Delaware limited liability company, and [Montague County] (“Montague County”), for the provision of certain payment processing services by TPG on behalf of Montague County, as set forth on Schedule A hereto (the “Services”), including, as applicable, the associated software, hardware, media materials, and electronic documentation related thereto. Montague County and TPG are individually referred to as a “Party” and collectively referred to in this Agreement as the “Parties”. The purpose of this Agreement is to state the terms and conditions under which TPG will provide for Montague County the Services to individuals who have received requests for payment from Montague County (each such individual, an “End User”).

Agreement

1. **Services Provided:** Subject to the terms and conditions of this Agreement, TPG will use commercially reasonable efforts to provide access to the Services and certain ancillary services related thereto. Such ancillary services shall include all necessary installation/setup services, promotional assistance, credit card processing, payments to Montague County’s specified account(s), and access to real time online reporting. For each Service, TPG will charge End Users the convenience fee corresponding to each such Service, as set forth on Schedule A hereto. Montague County shall not be responsible for any EFT, processing, maintenance or other fees or charges. Montague County agrees to retain TPG to act as Montague County’s exclusive provider of each Service. Montague County agrees to promptly credit End User upon notice by TPG that payment from End User has been received by TPG.
2. **Chargebacks:** If a “chargeback” to a credit/debit card occurs, TPG will reflect such chargeback on the next Montague County payment report to be delivered in accordance with the schedule set forth on Schedule A following the occurrence of such chargeback. If the charge remains unpaid, Montague County will then update the status of the affected account of End User as remaining outstanding and unpaid.
3. **Setup and Installation:** TPG will provide the necessary setup and installation services to begin providing the Services as soon as is practicable after the time an executed version of this Agreement and any other documentation required in connection with the provision of the Services are received by TPG.
4. **Property of TPG:** All right, title and interest in and to the computer programs, software, hardware, algorithms, written procedures, trademarks, promotional materials, media materials, electronic documentation, and other supporting items used in connection with the Services, including all intellectual property rights therein, (collectively, the “TPG Materials”) are and shall remain the sole property of TPG, including any changes, modifications, or enhancements made to the TPG Materials during the term of this Agreement, and shall be returned to TPG upon termination of this Agreement. Nothing in this Agreement grants any right, title, or interest in or to any intellectual property rights in or to the TPG Materials, whether expressly, by implication, estoppel, or otherwise.
5. **Restrictions on Use:** Montague County shall not, and shall not permit any other person to, access or use the Services or TPG Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Montague County shall not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the Services or TPG Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or TPG Materials to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or TPG Materials, in whole or in part; (d) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or TPG Materials, including any copy thereof; or (e) access or use the Services or TPG Materials for purposes of a competitive analysis of the Services or TPG Materials, the development, provision or use of a competing software service or product or any other purpose that is to TPG’s detriment or commercial disadvantage.
6. **Hardware and Software Requirements:** In order to access and view online reports and communicate with TPG in connection with the Services, Montague County shall be solely responsible for providing the following: access to the Internet, an email address and an up-to-date copy of Adobe Reader to view reports.
7. **Integrated Services:** Montague County grants TPG all rights necessary to access Montague County’s data and systems for the purpose of integrating the Services with Montague County’s systems for processing of payments from End Users and to allow TPG to send notifications to End Users on behalf of the Montague County.]
8. **Information Provided by Montague County:** Montague County must provide the following to TPG prior to the commencement of the Services (collectively, the “Montague County Information”):
 - a) Any and all standard contact information;
 - b) Bank routing number, bank account number; and
 - c) Bank account type for deposit of all payments.

Montague County hereby grants TPG a limited license to use the Montague County Information for the purpose of providing Montague County with the Services described in this Agreement.

9. **Actions to be Performed by TPG:** TPG will use commercially reasonable efforts to provide the Services and all necessary technical support to maintain TPG's payment system for 23.5 hours a day, 7 days a week. Notwithstanding the foregoing, TPG's payment system will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST due to daily maintenance. TPG will not be responsible for any downtime experienced by Montague County attributable to Internet service providers, utilities companies and/or Montague County's internal network.
10. **Term and Cancellation of Contract:** The term of this Agreement shall begin on the date executed by both Parties and shall continue in full force and effect from that date until it is terminated by thirty (30) days written notice from either Party to the other.
11. **Indemnity:** TPG will indemnify, defend and hold harmless Montague County for causes of action and damages incurred by or brought against Montague County by third parties resulting from the wrongful termination of the Services provided to an End User due to TPG's negligence in processing and reporting payments in connection with the Services. Montague County will hold harmless TPG for causes of action and damages incurred or brought against Montague County by third parties resulting from the wrongful termination of the Services provided to an End User due to Montague County's negligence in processing payments or errors in information generated by Montague County and furnished to TPG in connection with the Services. The liability of either Party to the other with respect to this Agreement shall not include any contingent liability or exemplary or consequential damages.
12. **Reservation:** All rights not expressly granted in this Agreement are reserved by TPG.
13. **Support Services:** In connection with the Services, TPG will provide Montague County with support services with respect to the TPG web portal, software applications, electronic payments, online reports, and promotional materials. Montague County may contact TPG technical support Monday through Friday, from 8:00am to 5:00pm, CST.
14. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
15. **Promotional Materials:**
 - a) Montague County grants to TPG, during the term of this Agreement, a limited non-exclusive, fully paid-up, royalty-free, revocable, non-transferable license, without right of sublicense, to use any logo or trademark of Montague County on the TPG website for Montague County identification.
 - b) Subject to Section 4 and Section 5 of this Agreement, TPG shall provide Montague County with logos, graphics and other marketing materials for Montague County to advertise the Services and TPG as an authorized agent of Montague County for purposes of receiving payments.
 - c) Montague County agrees to use its commercially reasonable efforts to promote the applicable Services to End Users, such promotion to include providing a brief description or a means of accessing such Services in a reasonably prominent manner on (i) bills, invoices and other requests for payment delivered by Montague County to End Users, (ii) Montague County's End User-facing websites and (iii) any other channels utilized by Montague County for purposes of communicating with End Users.
16. **Miscellaneous Provisions:**
 - a) *Texas Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Agreement are performable in the State of Texas.
 - b) *Parties Bound:* This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
 - c) *Assignment:* Montague County may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of TPG. TPG may assign, delegate or transfer any of its rights or obligations under this Agreement.
 - d) *Legal Construction:* In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in this Agreement.
 - e) *Sole Agreement:* This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.
 - f) *Relationship of the Parties.* TPG is an independent contractor, and neither TPG nor its staff shall be deemed to be employed by Montague County.
 - g) *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
 - h) *[E-Sign:* If this Agreement is to be executed electronically, Montague County hereby agrees as follows: Montague County hereby gives its affirmative consent to execute this Agreement and to receive any related

records and communications electronically. By consenting, Montague County also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any applicable municipal procurement requirements. Montague County may withdraw its consent to receive records and communications electronically by contacting TPG. Montague County's withdrawal of consent will cancel Montague County's agreement to receive electronic records and communications. Withdrawal of consent to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. Montague County may request a paper copy of any records and communications by contacting TPG. Montague County is responsible for providing TPG with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. Montague County may update its contact information by contacting TPG. TPG reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which TPG provides electronic records and communications. TPG will provide Montague County with notice of any such termination or change as required by law. Montague County acknowledges and agrees that Montague County's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that Montague County and TPG both intend that the Act apply to the fullest extent possible to validate the Parties' ability to conduct business by electronic means. Montague County agrees that, in consenting to electronic signatures and records, Montague County will not challenge the validity of this Agreement solely on the basis that it was executed electronically.]

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date of the last signature below.

[Montague County]

THE PAYMENT GROUP, LLC

Name: Kevin L. Benton Name: _____

Title: County Judge Title: _____

Address: P.O. Box 475 Address: 14901 Quorum Drive, Suite 700
Montague, Tx 76251 Dallas, TX 75254

Signature:  Signature: _____

Date: 10/24/2022 Date: _____

SCHEDULE A

Services & Convenience Fees

Services & Convenience Fees

Fees as detailed below are payable the Montague County.

<u>Service</u>	<u>Web</u>	<u>Walk-in</u>	<u>Live Phone</u>
2.38.%	2.38.%	2.38%	2.38%
ACH \$1.25			

Montague County Payment Schedule

Montague County will receive funds from TPG in accordance with the schedule below to the account specified by Montague County (if payment to be made via ACH). TPG will electronically provide payment reports to Montague County in accordance with the schedule below. NOTE: Holidays will cause reports and payments to be shifted to the next business day.

Semi-Weekly ACH

<u>End User payment day</u>	<u>Montague County Report Date</u>	<u>Montague County ACH Receipt Date</u>
Monday to Wednesday	Friday	Monday
Thursday to Sunday	Tuesday	Wednesday

Daily ACH

<u>End User payment day</u>	<u>Montague County Report Date</u>	<u>Montague County ACH Receipt Date</u>
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday to Sunday	Monday	Tuesday

Weekly ACH

<u>End User payment day</u>	<u>Montague County Report Date</u>	<u>Montague County ACH Receipt Date</u>
Monday to Sunday	Wednesday	Thursday

Weekly Check

<u>End User payment day</u>	<u>Montague County Report Date</u>	<u>Check Processing Date</u>
Monday to Sunday	Wednesday	Wednesday

Service Availability

Web & Walk-In

TPG's payment system and online reporting portal will be available for End User payment processing and Montague County Reporting for 23.5 hours a day, 7 days a week. These systems will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST, due to daily maintenance

Live Phone

<u>Day</u>	<u>Hours</u>
Monday to Friday	8:00am to 7:00pm CST
Saturday	9:00am to 2:00pm CST

Hardware & Software

TPG will provide {5} of credit card terminals at {No Cost}

