RESOLUTION - ACTION REQUESTED 2016-79

MEETING: February 16, 2016

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Online Tax Bill Presentation

RECOMMENDATION AND JUSTIFICATION:
Approve Documents Associated with Invoice Cloud for Services Related to Online Tax Bill Presentation and Payment, and Authorize the Board of Supervisors Chair to Sign the Biller Order Form, Government Owned Addendum, Paymentech Contract 063576, W-9 Form, Convenience Fee Transaction Amendment, and American Express Annex.

This agreement provides a platform for Tax Bills to be viewed and paid online. In addition, Invoice Cloud will provide credit card and electronic check processing. When completed this service will allow taxpayers to view their tax bills, sign up for notices and schedule automatic payments. The new service will also allow title companies to research tax data. All appropriate fields will be redacted according to law.

If this action is approved, the Department will provide outreach on this new service to the public.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved credit card processing in the past for other county services. Online bill presentation is new and many counties are providing this information online.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is denied credit card processing will remain the same.

FINANCIAL IMPACT:
The annual cost for providing this service will be $720, which has been included in the Tax Collectors adopted budget.

ATTACHMENTS:
2 Mariposa County - BOF(DOCX)
1 Mariposa County - Biller Agreement - v2.2 FINAL (DOCX)
3 Mariposa County BOF Parameter Sheet (DOCX)
6 Mariposa County - Property Tax New Division (DOCX)
4 County of Mariposa - US Government Addendum (DOCX)
9 PPIG with Application - County of Mariposa (DOC)
CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 2/4/2016

RESULT:       ADOPTED [UNANIMOUS]
MOVER:        Rosemarie Smallcombe, District I Supervisor
SECONDER:     Merlin Jones, District II Supervisor
AYES:         Smallcombe, Jones, Long, Cann, Carrier
**Sales Information**

IC Sales Rep: Carlyn Altheide  
Sales Partner: Software Partner: 

**Products & Services**

<table>
<thead>
<tr>
<th>Products</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ EBPP</td>
<td>☑ Visa/MasterCard/Discover</td>
</tr>
<tr>
<td>☐ Cloud Store</td>
<td>☑ American Express</td>
</tr>
<tr>
<td>☐ Cloud Pay</td>
<td>☑ ACH/EFT</td>
</tr>
<tr>
<td>☐ IVR</td>
<td></td>
</tr>
<tr>
<td>☐ OBD</td>
<td></td>
</tr>
<tr>
<td>☐ Kiosk</td>
<td></td>
</tr>
</tbody>
</table>

**Biller Information**

<table>
<thead>
<tr>
<th>Ownership Type</th>
<th>Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Name</td>
<td>County of Mariposa</td>
</tr>
<tr>
<td>Address 1</td>
<td>4982 10th Street</td>
</tr>
<tr>
<td>Address 2</td>
<td>☐</td>
</tr>
<tr>
<td>City</td>
<td>Mariposa</td>
</tr>
<tr>
<td>State</td>
<td>☐</td>
</tr>
<tr>
<td>Zip</td>
<td>☑ 95338</td>
</tr>
</tbody>
</table>

**Biller Contacts**

<table>
<thead>
<tr>
<th>Implementation</th>
<th>Kari McCully, Chief Deputy Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>(209) 966-2621</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:kmccully@mariposacounty.org">kmccully@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

**Technical Support**

Same as above

**Signatory Contact**

<table>
<thead>
<tr>
<th>John Carrier</th>
</tr>
</thead>
</table>

**Title:** Chairman, Board of Supervisors

**Phone Number:** (209) 966 3222

**Email Address:** jcarrier@mariposacounty.org

**Notes/Special Handling**

This will be a 2-phase project, Phase 1, Cloud Store, Phase 2, EBPP. OBD pricing is listed for future use. Mariposa County does not allow Paperless Billing.

**Biller Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Biller Implementation</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Biller Portal Access</td>
<td>$ 50.00 Monthly</td>
</tr>
<tr>
<td>Additional User(s)</td>
<td>$ 10.00 Monthly Per User</td>
</tr>
<tr>
<td>Online Bank Direct Access</td>
<td>$ 0.00 Monthly</td>
</tr>
<tr>
<td>Go Mobile Gateway</td>
<td>$ 0.00 Choose an item</td>
</tr>
<tr>
<td>Invoice Presentment</td>
<td>$ 0.00 Monthly</td>
</tr>
<tr>
<td>Paperless Presentment</td>
<td>$ 0.00 Per Item</td>
</tr>
</tbody>
</table>

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**Biller Bank**

(MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

<table>
<thead>
<tr>
<th>Name of Checking Account (As it appears on check or Bank Letter):</th>
<th>County of Mariposa Tax Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name:</td>
<td>West America Bank</td>
</tr>
<tr>
<td>Address</td>
<td>5121 Hwy 140, Mariposa CA 95338</td>
</tr>
<tr>
<td>Phone</td>
<td>2099667561</td>
</tr>
<tr>
<td>Routing#</td>
<td>121140218</td>
</tr>
<tr>
<td>Account#</td>
<td>168948297</td>
</tr>
</tbody>
</table>

Your Invoice payment collections will be electronically deposited into this account.

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<table>
<thead>
<tr>
<th>Fees</th>
<th>Routing#</th>
<th>Account#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>121140218</td>
<td>168948297</td>
</tr>
</tbody>
</table>

Invoice and payment processing fees will be electronically deducted from this account.
CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days’ notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@ invoicecloud.com) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect, and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.

C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his/ her credit history via Trans Union, Equifax, or other credit-reporting agency

D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day __________________________.

Accepted by Biller:

[Signature]
John Carrier
Corporate Officer

Accepted by Invoice Cloud:

[Signature]
Robert Lapides
President, Gov, Utilities, & Business Services

Chairman, Board of Supervisors
Title

APPROVED AS TO FORM

[Signature]
STEVEN W. DAHLENI
COUNTY COUNSEL
Invoice Parameters

**Invoice Type:** Property Tax

**Date:** 1/11/2016

**Biller Software:** Sungard Select V 9.1.15.2.0

**Pricing Model:** Submitter

**Payment Methods:**
- ☒ Visa
- ☒ MasterCard
- ☒ Discover
- ☒ Amex
- ☒ EFT/ACH

**Services & Products:**
- ☒ EBPP
- ☒ Cloud Store
- ☐ Cloud Pay
- ☐ OBD
- ☒ IVR
- ☐ Kiosk

**Billing Details**

**Billing Frequency:** Annually

**Number of Bills:** 15,000

**Number of Cycles:** 1

**Average Invoice Amount:** $1,766.09

**Highest Invoice Amount:** $850,000

**Billing Months:**
- ☐ Jan
- ☐ Feb
- ☐ Mar
- ☐ Apr
- ☐ May
- ☐ Jun
- ☐ Jul
- ☐ Aug
- ☐ Sept
- ☐ Oct
- ☐ Nov
- ☐ Dec
- ☐ All

**Printed Bills**

**Bill Mailing Dates:**
- ☒ 1st - 10th
- ☒ 11th - 20th
- ☐ 21st - 31st

**Who will provide images of bills?**
- ☐ Biller
- ☒ Template
- ☐ Bill Print Vendor

**Bill Print Vendor:**

**Contact:**

**Phone No.:**

**Hardware**

**Hardware:** Choose an item.

**QTY**

**Choose an item.**

**Provided by:**
- ☐ Sales Rep
- ☐ Operations

**Per Unit Price:**

**$**

**Total Due:**

**$**

**Shipping Address:**

**(If different than location address)**

**Services Fees**

Select from the below to indicate if the service fee will be paid by the Payer or if Biller will absorb fee.

**Item**

<table>
<thead>
<tr>
<th>Paid by Payer</th>
<th>Paid by Biller</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Credit Card: $2.65 % with $1.95 Minimum</td>
<td>☐ Credit Card: Interchange, fees, dues assessments + Authorization $ + % BP</td>
</tr>
<tr>
<td>☒ EFT/ACH: $0.95 per item</td>
<td>☐ EFT/ACH: $ per item</td>
</tr>
<tr>
<td>☒ Flex Pay ACH: $0.95 per item</td>
<td>☐ Flex Pay ACH: $ per item</td>
</tr>
</tbody>
</table>

**Utility Invoice Type**

**Item**

<table>
<thead>
<tr>
<th>Paid by Payer</th>
<th>Paid by Biller</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Credit Card: % with $ Minimum (Without Visa Acceptance)</td>
<td>☐ Credit Card: Interchange, fees, dues assessments + Authorization $ + % BP</td>
</tr>
<tr>
<td>☐ EFT/ACH: $ Per Item</td>
<td>☐ EFT/ACH: $ Per Item</td>
</tr>
</tbody>
</table>

**Utility Flat Rate (Flat Rate for Utilities credit cards must be paid by payer)**

| ☐ Credit Card: Service Fee: $ | ☐ EFT/ACH: Service Fee: $ |

**Max Cap for Credit Cards:**

**$**

**Paid by payer**

| Service Fee + $ | 0.50 |

**Paid by Biller**

**$ per item surcharge**

**Interactive Voice Response - IVR**

| IVR Vendor: | IVR Tech |

**Notes/Special Handling:**

Installment Due Dates are: November 1st and February 1st. This will be a 2-phase project Phase 1, Cloud Store. Phase 2, EBPP. Mariposa County does not allow Paperless Billing.

**Biller Requested Go Live Date:**

**Click here to enter a date.**

**Requested by:**

Please note the above requested date is not guaranteed. The implementation time frame is not guaranteed subject to change and delays to workload, systems/data requirements, biller cooperation and other factors.
1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller’s own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller’s Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller’s Customers’ Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller’s Customers’ Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or “mirror” any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud’s privacy and security policies may be viewed at http://www.invoicencloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service, Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller’s customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud’s own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the “Confidential Information”). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.
5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud’s income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller’s bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years (“Initial Term”) commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms (“Renewal Term”) unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller’s password and access will be disabled and Biller will be obligated to pay the balance due on Biller’s account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller’s Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud’s processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice Cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller’s billing information is correct.

9. Biller’s Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers’ and a payer’s use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

The complete Biller Agreement includes the Biller Order Form, the Online Terms and Conditions and this Agreement.
10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harm less from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud’s, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller’s representations and warranties or the breach by Biller or Biller’s Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller’s or its authorized users’ use of the Service.

11. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

12. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

13. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 35 Braintree Hill Office Park, Suite 100, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party’s consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

   a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

   b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

   c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud’s owned, hired or non-owned vehicles assigned to or used in performance of the Services.

   d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions.

The complete Biller Agreement includes the Biller Order Form, the Online Terms and Conditions and this Agreement.
Biller Agreement

of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller.
Addendum for Application for Credit Card Processing Service Agreement/New Division Request

Date: 9/22/2015

SECTION 1: COMPANY/CONTACT INFORMATION

Company Legal Name: Invoice Cloud, Inc

Company Taxpayer ID#: 26 3972596

Contact Name: Robert Lapides

Phone #: (781) 848-3733 EXT 223

Fax #: 877-256-8330

Email Address: blapides@invoicecloud.com

Projected Live Date: 12/22/2015

Transactions processed for this new set up request belong to:

Merchant whose company legal name is represented above…

OR

An Additional Company whose legal name is: County of Mariposa and is a ☐ wholly-owned

☐ partially owned ☑ affiliate ☐ registered DBA or ☐ Other (explain: ) of the merchant noted above.

On behalf of Invoice Cloud Inc (Company Legal Name)

I, Robert Lapides (Print Name), EVP (Title),

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

SECTION 2: BUSINESS UNIT (if different from division name)

Parent Business Unit Name: County of Mariposa

(If applicable: up to 30 bytes) Parent Bus.Unit # (If applicable: )

Business Unit Name: County of Mariposa

(Up to 30 bytes) Business Unit #:

SECTION 3: FUNDING (if new banking see section 9)

If funds should be deposited to an existing bank account please complete the following:

If USD or CAD, will funds be deposited into your existing Bank Account set up with Chase Paymentech? ☐ Yes or ☐ No

If yes, Bank Account # __________________________ (Section 9 does not need to be completed)

If funds should be deposited to an existing funds transfer instruction please complete the following:

If USD or CAD, will this division utilize an existing Funds Transfer Instruction (FTI)? ☐ Yes or ☐ No If no, a new FTI will be created.

If yes, provide FTI # __________________________ (Section 9 does not need to be completed)
SECTION 4: 1099K CONTACT INFORMATION (W-9 required if new US entity and/or taxpayer ID, W-8 required for Canadian entities)

Transaction Division’s Taxpayer ID #/No. 94-6000880 Same as Corporate Yes ☐ No ☒

1099K Contact Name John Carrier 1099K Contact email address: jcarrier@mariposacounty or

this is the contact that will receive the 1099K mailing to the address listed on the W-9 supplied (only required if different than Corporate)

SECTION 4a: TRANSACTION DIVISION

Division Name: County of Mariposa - Property Tax (up to 30 bytes - this will appear on your Financial Reports)

Currency (list only 1 each per division): Presentment: US Settlement: US

*** If using our Cross Currency Product – please provide both the Presentment and the Settlement Currencies

- The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned the abbreviation of the merchant name. It must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. The asterisk cannot be used for Retail Merchants. Internet service providers, e-commerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions (URL must only be 13 bytes)

Cardholder Descriptor (For all card types with the exception of American Express):

Customer Service Phone #: (Required for Mail Order or Recurring)
2 0 9 - 9 6 6 - 6 4 9 6 (13 bytes)

City: (Required for Retail)

URL: (optional, if phone# provided above)

Division Location Address: 4982 10th Street Country: USA

City: Mariposa State/Prov: CA Zip Code (US): 9 5 3 3 8

(Must be a street address, PO Boxes not acceptable)

Postal Code (Int): Postal Code (Can):

(State/Province and Postal/Zip codes must match the address given above)

Product/Service Description (Enter product description, i.e. clothing, books, membership)

Property Tax

Publication Descriptor (Please provide only if required by your submitter):

Avg. Trans. $ Amt: 1766.09 Avg. # Trans./Yr: 1500 Projected Refund % 10 BPS

How do you market this product? (Check only those that apply to this division)
☐ Catalog ☐ Direct Mail ☒ Internet ☐ Space Ad ☐ TV ☐ Outbound Telemarketing ☐ Other

How will consumers provide credit card information to you when they order this product? (Select only one):
☐ Retail ☐ Mail/Phone (Marketing Material Required) ☒ Internet (Please provide your URL): www.invoicecloud.com/mariposacounty

If Internet is selected and the website is not yet available to consumers please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your account executive.

If Internet, please advise:
Select one: ☒ SSL ☐ SET ☐ No encryption method

Will the consumer be able to place their order and provide their credit card info (or electronic check info) through this website? ☒ Yes ☐ No

Is the website secure, i.e., will the information that the consumer provides, such as their name and credit card number be encrypted so that it can't be read or intercepted by other people? ☒ Yes ☐ No

Maximum Sale
Transaction Amount: $125k (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

Maximum Refund
Transaction Amount: $125k (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

(Approval will be required for any temporary or permanent increases to this ceiling limit).

Please check the consumer's payment option for this division: (Select only one):
☒ Single payment ☐ Installment payments ☐ Deferred payments ☐ Recurring (transactions managed by merchant/submitter)
SECTION 4: TRANSACTION DIVISION (continued)

Please check below if applicable:

☐ Bill Payment (A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder, i.e. Membership or Insurance, etc.)

Do you stock product? ☐ Yes ☒ No Do you provide custom orders at time of sale? ☐ Yes ☒ No
Do you own the product at the time of sale? ☐ Yes ☒ No
Do you drop ship the product? ☐ Yes ☒ No If yes, what %:
Are you filling your own merchandise orders? ☐ Yes ☒ No
If no, who is your fulfillment service bureau?

Fulfillment Contact: ____________________________ Phone #: ____________________________

SECTION 5: CHARGEBACK CONTACT: (required) IQA (Manager/supervisor – one who assigns work to MCAs)

(Required for retail and Discover) MRQA (Manager/supervisor – one who assigns work to MRAs)

NOTE: This contact may receive any exception documents that may need to be mailed or faxed, if not participating in Chargeback Management this will be the default contact for Chargeback Mailing (second contact will not be required)

Location: ☐ Merchant ☒ Submitter ☐ Fulfillment (check one) If Submitter/Fulfillment, Name: ____________________________

☒ Mr. ☐ Mrs. ☒ Ms. First Name: John Last Name: Morabito

Title: CTO Phone #: 703-825-3525 Ext: ____________________________
Fax #: 877-256-8330 Alternate Fax #: ____________________________
Email Address: jmorabito@invoicecloud.com
Address: 1815 Beulah Rd

City: Vienna State/Prov: VA Zip/Postal Code: 22182 Country: USA

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☒ ?
Account Masking for this contact? ☐ Yes ☒ NO
Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, provide User ID:

CHARGEBACK CONTACT: (required) MCA (Merchant Chargeback Analyst – one who works the chargeback’s)

(Required for retail and Discover) MRA ((Merchant Retrieval Analyst – one who works the retrievals)

☐ Same as above (check here if the MCA/MRA Contact is the same as the IQA/MRQA contact)

Location: ☐ Merchant ☒ Submitter ☐ Fulfillment (check one) If Submitter/Fulfillment, Name: ____________________________

☐ Mr. ☐ Mrs. ☒ Ms. First Name: ____________________________ Last Name: ____________________________

Title: ____________________________ Phone #: ____________________________ Ext: ____________________________
Fax #: ____________________________ Alternate Fax #: ____________________________
Email Address: ____________________________
Address: ____________________________

City: ____________________________ State/Prov: ____________________________ Zip/Postal Code: ____________________________ Country: ____________________________

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☐ ?
Account Masking for this contact? ☐ Yes ☒ No
Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, provide User ID:
SECTION 6: PRODUCTS & SERVICES

Please indicate if you will be using any of the following additional services. Please note that some of these services may require an additional contract addendum and/or information if you currently do not have the service. (For information on these services, please contact your Chase Paymentech Relationship Manager)

1. Authorization Recyling
   - # of recycle attempts: ______ (Default is 3 if left blank)
   - # of days between attempts: ______ (Default is 3 if left blank)
   - Output Options: ☐ Total (recommended) ☐ Standard

2. ☐ MC/IM SecureCode ☐ UKDM SecureCode

3. ☐ Account Updater (US Only, Canada & UK Only):
   - ☐ Submitting or ☐ Extracting (if extracting Indicate # of Days: ______ (1-180 days) (if Orbital Gateway
   - For UK-Account Updater Visa EU Merchant ID required ______

SECTION 7: METHODS OF PAYMENT

☒ Visa ☒ MasterCard ☐ JCB (US & Yen only) ☐ UK Maestro/Switch Solo (UK domicile and GBR currency only)
   (As a default Discover will be set up except for those merchants that are retained by Discover, or do not have a company location address in the United States. As a default Discover Diners added whenever Visa and MC are added.)
   ☐ Discover Canada (CAD only) ☐ Discover Diners Canada (CAD only)
   ☐ Private Label vendor: __________________________

Private Label attributes Please supply attributes for Private Label Vendor
   (Please work with your Vendor to obtain these attributes – for example – HRS Household – Please provide Credit Plan #)
   ☐ Discover (conveyed only) (US only) SE#: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (15 bytes)
   ☐ American Express (conveyed) SE#: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (10 bytes)
   As a rule: (US SE should begin with "1-8", International SE should begin with a "9", Canadian SE should begin with a "93", International SE valid on some cross currency divisions dependent on presentment currency

AMEX Parameter Information
   Cardholder Descriptor: (Appears on your American Express cardholder statement)(All other card types use descriptor in Section 4)
     TAA #1: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (22 bytes)
     TAA #2: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (22 bytes)
     TAA #3: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (22 bytes)
     TAA #4: ___________ ___________ ___________ ___________ ___________ ___________ ___________ ___________ (22 bytes)

Do you support American Express Partial Auths?
   American Express - ☐ Yes ☐ No
   For American Express Only, if yes – please select the following applicable option:
   - Auth and Balance Return ☐ Partial Auth ☐ Both ☐
   How have you been classified as a merchant by American Express?: (please select one)
   - Aggregator ☐ Petroleum ☐ or Neither ☐

☒ Electronic Check Processing Parameter (US and Canadian only)
   Company Name: Country: Mariposa (16 bytes)
   Item Description: Prop Tax (10 bytes)
   Preferred Delivery Method: (select only one)
     - ☐ Best Possible (US only) ☐ Facsimile Draft (US only) ☐ ACH/EFT (US & Canada)
   Redeposit Parameter? ☐ Yes ☐ No
   Indicate # of Days: 0 The default is "1"
   How do you obtain authorization from consumers? (Select only one) ☐ Written consent ☐ Telephone ☐ Internet
   ECP Maximum Sale Transaction Amount: (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)
   ECP Maximum Refund Transaction Amount: (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)
   (Approval will be required for any temporary or permanent increases to this ceiling limit).
SECTION 7: METHODS OF PAYMENT (continued)

☐ PINless Debit (Not applicable for retail merchants)
Please select the network vendors that you have approval from: NYCE ☐ STAR ☐ Pulse ☐ Accel ☐

☐ PIN Based Debit (Applicable to retail merchants only)

PIN BASED DEBIT Requires a PIN Pad – please complete section 8, item #4, entitled “Will you be using a Point-of-Sale terminal (US and Canada only) or Point-of-Sale software?”
If checked above, this division will be setup for the following network vendors with the exception of EBT:
(Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, CU24)
EBT required: Yes ☐ or No ☐? FCS# required if processing food stamp transactions:

☐ Gift Card (U.S. only)

☐ Bill Me Later® payment option (US only)

☐ European Direct Debit
For EURO only: (Valid only for Euro currency divisions)
Descriptor ________________________________ (16 bytes)
Default will be the first 16 characters of your Cardholder Descriptor unless otherwise noted
Please select country(s) in which you will offer Direct Debit:
AT (Austria) ☐ BE (Belgium) ☐ DE (Germany) ☐ NL (Netherlands) ☐ FR (France) ☐

For GBP only: (Valid only for GBP currency divisions)
Descriptor ________________________________ (7 bytes)
Default will be the first 7 characters of your Cardholder Descriptor unless otherwise noted
Country: UK ☐
Redeposit Parameter? No ☐ Yes ☐ Indicate # of days: ____________ The default is “1”

☐ PayPal (Valid for US currency only)

Payer Email Address:
(32 character limit) (must be a unique email address belonging to the merchants business and must be working at the time of account creation.
Note: No two accounts or divisions can share the same Payer email address.)
Customer Service Email Address:

Primary Contact Name: ________________________________ Phone: ________________ Email: ________________
(127 character limit)
Descriptor: ________________________________ (18 bytes)
Business Name: ________________________________ Customer Service Phone# ________________________________ (Optional)
(75 character limit and must not contain the following characters &, <, and >)
Sales Venue: ☐ eBay ☐ Other Marketplace ☐ My own Website(include http:) ☐ Other ☐
Avg. Transaction Price: $ ______ Avg. Trans/Yr: ____________ Percent of Annual revenue from online sales: ____________%
Authentication Method: (the method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one)
PayPal Direct ☐ Cardinal Commerce Centinel ☐ (if Cardinal Commerce is involved, please complete the following):
Are you using Ecometry or CommercialWare Software to facilitate your Paypal Integration? Yes ☐ No ☐
Time Zone (based on merchant’s location): ________________ SSL Security: (check one) HTTP ☐ or HTTPS ☐
Tech Contact Name: ________________________________ Phone: ________________ Email Address: ________________________________
SECTION 8: PROCESSING METHOD

Who will be submitting transactions to Chase Paymentech?

☑ Merchant  ☐ Other  Co. Name: Invoice cloud  (i.e. fulfillment co. or ECommerce provider)

If known, please provide the Presenter ID # (PID):  or Submitter # (SU):

☐ 1. Will you be submitting transactions from a computer system?

What is the name of the manufacturer and model of your computer platform?

What is the name of the manufacturer and model of your modem?

☐ Internal  ☐ External

Will you be coding to Chase Paymentech specifications?

☐ Yes  ☑ No

Will you use NetConnect Batch for Connectivity?

☐ Yes  ☑ No

Will you use NetConnect for connectivity for online authorization only?

☐ Yes  ☑ No

If yes, NetConnect Contact Name:  Email:

Userld (if existing):

Phone:

If applicable, name the software vendor and application you will be using to format your files:

☐ 2. Will you be using the Orbital Payment Gateway? *If this is the first division using the Orbital Payment Gateway, please contact your Relationship Manager

Primary Contact*:  Tony Cordova  UserID (if existing)

Address:  642 E Washington St.

City: Brownsville  State: TX  Zip/Postal Code: 78520  Country: USA

Phone: 956-542-6825  Email (required): tcordova@invoicecloud.com

*Primary contact must be the merchant contact for security needs.

Auto-Settle Time:  AM or  PM  To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle.

Merchant Time Zone: NA

Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)

Profile Management required?  ☑ Yes  ☐ No  Level of access:  ☐ Merchant or ☑ Chain (select one, default is Merchant)

VT Import Functionality?  ☐ Yes  ☐ No

Auth Recycling? ☐ Yes  ☐ No  # of Recycle Attempts: (Default is 3) # of Days between attempts:

☐ 3. Will you be using:  ☐ Paypal/Verisign  ☐ CyberSource

☐ 4. Will you be using the iTerminal? (retail divisions only)

Primary Contact*:

Address:

City:  State:  Zip/Postal Code:  Country:

Phone:  Email (required):

*Primary contact must be the merchant contact for security needs.

Auto-Settle Time:  ☐ AM or  PM  To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle.

Merchant Time Zone:

Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)

Magtek Reader Needed? ☑ Yes  ☐ No  If Debit, PinPad Needed? ☑ Yes  ☐ No  If Yes, NBS7100 or Verifone SC5000

(If Yes, Magtek Readers are purchase only)  (iTerminal is only certified to utilize the above PinPads and are purchase only)
SECTION 8: PROCESSING METHOD (continued)

☐ 5. Will you be using a Point-of-sale terminal (US & Canada only) or Point-of-Sale software?

**Point of Sales Software:**

- **POS/Software Name:**

- **Host Capture**
- **Terminal Capture**

**Connectivity:**
- **Dial**
- **NetConnect** *(If NetConnect see requirements below)*

If NetConnect: Where is your software hosted/configured? Corporate location□ or Division location□

- **NetConnect Contact Name:**
- **Email address:**
- **User/d if existing:**
- **Phone:**

**PIN Pad Type and quantity? (for PIN BASE DEBIT Only)**

- **Quantity:**

- **Is PIN Pad Existing □ or PIN Pad Purchase Needed □**

**Injection – Will you be using the Chase Paymentech Encryption Key □ or you do own your own Encryption Key? □**

Who will be injecting the Encryption Key into your PIN Pad? Please select one below:

- **Chase Paymentech Solutions □ Other □ Vendor Name:**

**Equipment/Terminals:**

- **Will you □ Purchase? □ Rent? (US Only)**
- **If purchase or rent, date needed by:**

- **Use existing equipment? □ Yes □ No**
- **Terminal quantity?**
- **Printer quantity?**

**Terminal/Equipment Type:**

- **Printer Type:**

- **Host Capture □ Terminal Capture □**

**Connectivity:**
- **Dial □ NetConnect □ Wireless □** *(If NetConnect see requirement below)*

- **NetConnect Contact Name:**
- **Email address:**
- **User/d if existing:**
- **Phone:**

**PIN Pad Type and quantity? (for PIN BASE DEBIT Only)**

- **Quantity:**

- **Is PIN Pad Existing □ or PIN Pad Purchase Needed □**

**Injection – Will you be using the Chase Paymentech Encryption Key □ or you do own your own Encryption Key? □**

Who will be injecting the Encryption Key into your PIN Pad? Please select one below:

- **Chase Paymentech Solutions □ Other □ Vendor Name:**

**Store Phone #:**

- **Terminal Line Phone #:**
- **Dial Out Prefix (9,8,5):**

**Customer Service Phone # (if different then Store Phone #)**

**Equipment/Kits/Imprinters Ship To Address (if different than store location) Please ensure a contact will be available to accept shipment:**

<table>
<thead>
<tr>
<th><strong>Attention to:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Default will be Store Manager</td>
</tr>
</tbody>
</table>

**Street Address:**

- **City:**
- **State/Prov:**
- **Zip/Postal Code:**
- **Country:**

**Ship to contact’s phone#:**

- **Ship to contact’s email:**

**Store Opening Date:**

- **Special Requirements:**

**Do you require a “re-program” kit? (overlay, quick reference guide, etc.)**

- **Yes □ No □**

**Do you require an Imprinter? □ Yes □ No**

- **Type of Imprinter required:**
  - **With Dater □ or Without Dater □**

**Do you require an Imprinter Plate? □ Yes □ No**

**Do you require a Welcome Kit? (this includes sales drafts, credit drafts, etc.)**

- **Yes □ No □**
**SECTION 9: BANK ACCOUNT INFORMATION**

| Check only one of the 7 options below | Settlement Currency in which we will fund to you | Deposit (Country where your Bank Acct Resides) | Complete all sections listed:
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Option #1 ☑️</td>
<td>USD</td>
<td>USA (See section A Note section)</td>
<td>A, E</td>
</tr>
<tr>
<td>Option #2 ☐</td>
<td>CAD</td>
<td>CAN</td>
<td>B1 to B3, E</td>
</tr>
<tr>
<td>Option #3 ☐</td>
<td>USD</td>
<td>CAN</td>
<td>B1 to B3, D3, D4, E</td>
</tr>
<tr>
<td>Option #4 ☐</td>
<td>USD</td>
<td>Int'l (list country funds are being deposited in)</td>
<td>C1 to C3, D1, D3, D4, E</td>
</tr>
<tr>
<td>Option #5 ☐</td>
<td>☑️Euro, ☑️GBP, ☑️JPY, ☑️AUD, ☑️HKD, ☑️DKK, ☑️CHF, ☑️NOK, ☑️SEK, ☑️NZD, ☑️ZAR</td>
<td>Euro Bank or SAME as presentment/settlement currency</td>
<td>C1 and/or C2, C3, E</td>
</tr>
<tr>
<td>Option #6 ☐</td>
<td>☑️Euro, ☑️GBP, ☑️JPY, ☑️AUD, ☑️HKD, ☑️DKK, ☑️CHF, ☑️NOK, ☑️SEK, ☑️NZD, ☑️ZAR, ☑️USD</td>
<td>If DIFFERENT than Settlement Currency Int'l (list country funds are being deposited in)</td>
<td>C1 and/or C2, C3, D1 and/or D2, D4, E</td>
</tr>
<tr>
<td>Option #7 ☐</td>
<td>☑️Euro, ☑️GBP, ☑️JPY, ☑️AUD, ☑️HKD, ☑️DKK, ☑️CHF, ☑️NOK, ☑️SEK, ☑️NZD, ☑️ZAR</td>
<td>CAN</td>
<td>B1 to B3, D1, D4, E</td>
</tr>
</tbody>
</table>

**Section A: US BANK ACCOUNT INFORMATION**

(Select only one method of transfer)

- ☑️ ACH Transfer
- ☐ Wire Transfer (See Note)
- ☐ Swift Transfer (See Note)

| 1 | 2 | 1 | 4 | 0 | 2 | 1 | 8 | (ABA #) | (Fedwire#/Routing #) | (Swift Code: 8 to 11 bytes) |

Please Note: Swift code is required if your division is located outside of the US or Canada and is settling funds in USD. Wire transfer requires both ACH ABA# and Fedwire#/Routing#.

Special Wire Instructions: (60 bytes)

Bank Account #: 168948297
Company Name: (As appears on Bank Account)
County of Mariposa Tax Account
Financial Institution Name: West America Bank
City: Mariposa
State: CA
Zip/Postal Code: 95338
Country: United States

☑️ Checking OR ☐ Savings

**Section B: CANADIAN BANK ACCOUNT INFORMATION: Transfer Method EFT Only**

B1 Institution Number: 
EFT Branch Transit Number: 

B2 Swift Code: (8 to 11 bytes) (required if settlement is USD)

B3 Bank Account # 
Company Name: (As appears on Bank Account)

Financial Institution Name: 
City: 
Province: 
Postal Code: 
Country: Canada

☐ Checking OR ☐ Savings
### Section C: FINAL DESTINATION BANK

Account Where Your Funds are Deposited

| C1 | Swift Code: (8 to 11 bytes) |
| C2 | Sort Code: (Required in Great Britain Only) |
| C3 | IBAN/Bank Account # |

Company Name: (As appears on Bank account)  
Financial Institution Name:  
City:  
State/Province:  
Postal Code:  
Country:  
Special Wire Instructions: (60 bytes)  

### Section D: INTERMEDIARY/CLEARING BANK ACCOUNT INFORMATION

Note: For Int’l Deposits going through J.P. Morgan Chase in London, Intermediary is not required. Complete Section "C" only

| D1 | Swift Code: (8 to 11 bytes) |
| D2 | Sort Code: (Required in Great Britain Only) |
| D3 | Wire Transfer: (USA Only) (Routing #) |
| D4 | Financial Institution Name: |

City:  
State/Province:  
Postal Code/Zip:  
Country:  
Special Wire Instructions: (60 bytes)  

### Section E: Signature

"On behalf of County of Mariposa, I, John Carrier, represent and warrant (Merchant Legal Name) (Print Name) that I have the authority to add banking information and I verify that the above banking information is accurate and should be used to transfer funds accordingly."

Authorized Signature*  
Chairman, Board of Supervisors  
Title  
Date: 2/16/16  

(*Must be signed by Executive or Financial Contact)

Note: In order to process this request, please attach an original voided check (starter check or bank statements not applicable) or a bank letter of verification.

**ATTACH VOIDED CHECK HERE**
SECTION 10: REPORT CENTER AND TRANSACTION HISTORY ACCESS FORM

1. Please be sure to include the information below for additional contact that requires access to Transaction History and/or Paymentech Online Report Center.

2. Report delivery will be web based via Paymentech Online.

3. Please note: You, the merchant, are responsible for advising Paymentech of changes in Paymentech Online contacts. Paymentech assumes no responsibility or liability of any kind for Merchant's failure to advise Paymentech of changes to or elimination of Paymentech Online Users.

Please be sure to complete all fields below.

Name: Robert Lapides
Phone #: 781-848-3733
Fax #: 877-256-8330
Address: 35 Braintree Hill Office Park, Suite 100
City: Braintree
State/Prov: MA
Zip/Postal Code: 02184
Country: USA
Title: EVP
Email Address: blapides@invoicecloud.com

Does this contact have a Paymentech Online User ID?  [ ] Yes  [ ] No  If yes, please provide User ID:

Does this User require access to:  [ ] Reporting  [ ] Transaction History  [ ] Both  [ ] Account Masking  [ ] Yes  [ ] No

For existing merchants – Is this User replacing an individual with Paymentech Online Access?  [ ] Yes  [ ] No
If yes, who: _______________________________ Has this individual left the company?  [ ] Yes  [ ] No
For existing merchants – Is this User’s access to be mirrored like another User Paymentech Online Access?  [ ] Yes  [ ] No
If yes, who: _______________________________

Name: Deborah Bowler
Phone #: 781-848-3733
Fax #: 877-256-8330
Address: 35 Braintree Hill Office Park, Suite 100
City: Braintree
State/Prov: MA
Zip/Postal Code: 02184
Country: USA
Title: VP of Operations
Email Address: dbowler@invoicecloud.com

Does this contact have a Paymentech Online User ID?  [ ] Yes  [ ] No  If yes, please provide User ID:

Does this User require access to:  [ ] Reporting  [ ] Transaction History  [ ] Both  [ ] Account Masking  [ ] Yes  [ ] No

For existing merchants – Is this User replacing an individual with Paymentech Online Access?  [ ] Yes  [ ] No
If yes, who: _______________________________ Has this individual left the company?  [ ] Yes  [ ] No
For existing merchants – Is this User’s access to be mirrored like another User Paymentech Online Access?  [ ] Yes  [ ] No
If yes, who: _______________________________

For additional Users, please submit additional forms.

I, Robert Lapides, EVP verify that the contact information is accurate, that I have the authority to make such a request and thus it should be used to grant access for these contacts to access Transaction History and/or the Report Center.

Signature: ________________________________

* (must be signed by Executive or Financial Contact)

Rev11/18/10

New Division/cb00
Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return)

County of Mariposa

Business name/disregarded entity name, if different from above

Print or type specific instructions on page 2.

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

Exemptions (see instructions):

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

See Specific Instructions on page 2.

Government

Address (number, street, and apt. or suite no.)

4982 10th Street

City, state, and ZIP code

Mariposa, CA 95338

Requester’s name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

9 4 6 0 0 0 8 8 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. Mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

Date ▶ Feb 16, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-8. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment or settlement of disputed amounts, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your "TIN" to the requester. Enroll your "TIN" and make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.
Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(3)(C)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for</th>
<th>THEN the payment is exempt for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S Corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(ii)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have a TIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the “Name” line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1994 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.
<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor *</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The grantor-trustee ¹</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The actual owner *</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(I)(A))</td>
<td>The owner *</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity *</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(I)(B))</td>
<td>The trust</td>
</tr>
</tbody>
</table>

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.
² Circle the minor’s name and furnish the minor’s SSN.
³ You must show your individual name and you may also enter your business or "DBA" name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-225-4099.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
Annex to Biller Terms and Conditions for American Express Processing ("AMEX") (Annex"

By executing this Annex, the BILLER (the "Biller"). is agreeing to comply with the AMEX Rules as they pertain to Transactions you submit for processing through the Invoice Cloud Services. The Biller has contracted with Invoice Cloud, to obtain AMEX card processing services on the Biller’s behalf. This Annex supplements the Biller Agreement Terms and Conditions. All capitalized terms used in this Annex have the same meaning as ascribed in the Biller Agreement Terms and Conditions, unless otherwise defined herein.

1) Settlement
   a. Upon receipt of the Biller’s Transactions, AMEX will process the Transactions and facilitate the funds transfer between American Express, the Biller, and Invoice Cloud.
   b. AMEX will provide provisional credit to the Bank Account you designate hereunder under the Funding Schedule.

2) Processing and Payment.

The Biller and Invoice Cloud agree that all Convenience Fee Transactions will be submitted to AMEX under the Submitter Agreement, all Transactions will be submitted by Invoice Cloud, Inc. on behalf of the Biller to AMEX, all AMEX processing fees that may apply associated with Transaction shall be paid by Invoice Cloud, all Chargebacks, returns and similar charges will be paid by the Biller, and all fees, for the Convenience Fee Transactions shall be paid by Invoice Cloud. Convenience Fee Transactions will be transferred directly to the bank account designated by Invoice Cloud and settlement funding for Transactions will be transferred to the bank account designated by the biller.

3) Reduction of Payments to Biller

Unless otherwise agreed to by the parties, the proceeds payable to the Biller shall be reduced by all Chargebacks, customer refunds and other applicable charges. Invoice Cloud is hereby authorized to draw from Biller’s account for this purpose. If the proceeds payable to the Biller do not represent sufficient credits, or the those proceeds or such account does not have a sufficient balance to pay amounts due from you under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Biller bank account for the amount of the negative balance; (iii) withhold settlement payments to the Biller 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.

4) Chargebacks

a. The Biller may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks,
   i. You do not issue a refund to a customer upon return or non delivery of service
   ii. An authorization/approval code was required and not obtained
   iii. The transaction was fraudulent
   iv. The customer disputes the card sale
   v. The customer refuses to make payment for a card sale because in the customer’s good faith opinion, a claim or complaint has not been resolved or has been resolved by you but in an unsatisfactory manner.

b. Chargebacks and the Biller’s Responsibility
   i. The Biller is fully responsible for any and all chargebacks related to their AMEX account(s).
   ii. Upon a Chargeback, AMEX will automatically deduct the amount of the chargeback from the Invoice Cloud, Inc’s bank account.
   iii. The Biller hereby gives permission for Invoice Cloud to withdraw the chargeback amount from the biller’s bank account, described in section 6 of this Annex, within 24 hours of the chargeback being deducted from Invoice Cloud’s bank account by AMEX.

5) Data Security and Privacy

By signing below, the Biller represents that they do not have access to any Card Information data and you as the Biller will not request such Card
Information from Invoice Cloud. In the event Card Information in connection with the processing services provided by Invoice Cloud or AMEX under these guidelines, Biller agrees not use it for any fraudulent purpose or in violation of any AMEX or applicable law and the Biller will comply with all applicable AMEX Rules. If at any time you the Biller believe that Card Information has been compromised, you the Biller must notify AMEX and Invoice Cloud promptly and assist in providing notification to the proper parties. You as the Biller must ensure your compliance. You as the Biller may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the payer for which the information was provided to you.

6) Funding Schedule

In order to receive funds from AMEX you must maintain a bank account that is a member of the Automated Clearing House System and the Federal Reserve wire system. You must designate a bank account for the deposit and settlement of funds and the debit of any fees and costs associated with processing of Transactions. The deposits will come from AMEX and any fees and chargebacks drafted by Invoice Cloud. Biller is hereby authorizing AMEX to initiate electronic credit entries to your bank account. The biller is also authorizing Invoice Cloud, to make initiate any necessary debits and adjustments to the said Biller’s bank account. In the event of the said Biller’s failure you shall not sell, transfer or disclose any transactional or credit card information to third parties.

a. If otherwise agreed to by Amex, the said Biller and Invoice Cloud, the proceeds payable to the bank account shall be equal to the amounts received by AMEX in respect of your Card transactions.

b. Invoice Cloud shall use the bank account listed below to draft account when and if required as outlined in this Annex.

Name of Bank: West America Bank  
Account Name: County of Mariposa Tax Account

ABA NO: 121149218  
Account NO: 16894287

1) Definitions

“Card” is an account, or evidence of an account, authorized and established between a customer and AMEX payment for a good or service.

“Chargeback” is a reversal of a Transaction you previously presented to Amex and/or Invoice Cloud pursuant to Payment Brand Rules.

“Transaction” is a transaction conducted between a customer and Biller and/or Invoice Cloud utilizing a Card in which consideration is exchanged between the customer and Biller and/or Invoice Cloud. hereunder.

“Convenience Fee Transaction” is transactions representing a charge to a Customer’s Card for the convenience of using the payment channel offered by Biller and Invoice Cloud.

“Card Information” is information related to a Customer or a Customer’s Card that is obtained by the Biller or Invoice Cloud from the Customer’s Card or from the Customer in connection with his or her use of a card. The card information could include, the Card account number, the Card expiration date, the customer’s name or date of birth, the PIN data, the security code data and any other data read, scanned imprinted or otherwise obtained from the payment instrument.

Agreed and Accepted by: County of

Mariposa

By: John Carrier

Printed Name: John Carrier

ADDRESS: PO Box 784  
Mariposa, Ca. 95338

Title: Chairman, Board of Supervisors

Email: jcarrier@mariposacounty.org

Phone: 209-966-3222

Invoice Cloud, Inc.

By: Robert Lapides

Printed Name: Robert Lapides

Title: EVP

Date: 11/15/18

Address: 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184
This Addendum supplements the Merchant Application And Agreement executed and submitted by County of Mariposa ("Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant’s Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

**FUNCTION**

<table>
<thead>
<tr>
<th>Merchant is a Government Entity. Function of Merchant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
</tr>
</tbody>
</table>

**Authorized Representative**

<table>
<thead>
<tr>
<th>I, the undersigned, certify:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• that I am an officer or other authorized representative of the Merchant (&quot;Authorized Representative&quot;) and</td>
</tr>
<tr>
<td>• that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.</td>
</tr>
<tr>
<td>• that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By submitting this Addendum, Merchant, through the undersigned Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>• represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.</td>
</tr>
<tr>
<td>• represents and warrants that all information contained within this Addendum is true, complete and not misleading.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Representative:</th>
<th>John Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Print Name</td>
</tr>
<tr>
<td>Signature</td>
<td>2/16/16</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM**

[Signature]

STEVEN W. DAHLLEN
COUNTY COUNSEL
## COMPANY INFORMATION

Federal regulations require that we collect and retain for our records information to verify merchant identity.

<table>
<thead>
<tr>
<th>COMPANY LEGAL NAME:</th>
<th>County of Mariposa</th>
<th>TAXPAYER ID</th>
<th>94-6000880</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTERED TRADE NAME</td>
<td></td>
<td>YEAR BUSINESS STARTED</td>
<td>1854</td>
</tr>
<tr>
<td>PHYSICAL STREET ADDRESS:</td>
<td>4982 10th Street</td>
<td>(NO PO BOX OR PAID MAIL BOX)</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>Mariposa</td>
<td>STATE</td>
<td>CA</td>
</tr>
<tr>
<td>PRIMARY CONTACT</td>
<td>John Carrier</td>
<td>TELEPHONE #</td>
<td>209-966-8029</td>
</tr>
</tbody>
</table>

### TYPE OF ENTITY

- [ ] INDIVIDUAL / SOLE PROPRIETOR
- [ ] PARTNERSHIP
- [ ] CORPORATION
- [ ] LLC
- [X] OTHER: Government

### TYPE OF OWNERSHIP:

- [ ] PUBLIC
- [ ] PRIVATE
- [ ] NON PROFIT
- [ ] IF LLC, TAXED AS:
- [ ] DISREGARDED ENTITY
- [ ] CORPORATION
- [ ] PARTNERSHIP

<table>
<thead>
<tr>
<th>STATE OF FORMATION</th>
<th>DATE OF FORMATION (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRADING SYMBOL</td>
<td>FISCAL YEAR END (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

### HAS MERCHANT EVER FILED BANKRUPTCY?

- [ ] YES
- [ ] NO

### OWNERS

Owners must provide social security number. Each owner signing authorizes JPMorgan Chase Bank N.A. and Paymentech, LLC, as part of this investigation, to obtain and review third party credit bureau reports on such owner. Ownership details must be provided for each individual or legal entity owner with a 10% or greater ownership interest. Attach additional sheets, if necessary, along with signatures of any owner who is an individual.

<table>
<thead>
<tr>
<th>NAME</th>
<th>SOCIAL SECURITY OR TAX ID NUMBER</th>
<th>BIRTHDATE OR DATE OF INCORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>TELEPHONE NUMBER</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>PERCENT OWNERSHIP</td>
<td></td>
</tr>
</tbody>
</table>

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</tr>
<tr>
<td>SIGNATURE</td>
<td>PERCENT OWNERSHIP</td>
<td></td>
</tr>
</tbody>
</table>

Do you have any additional owners (not listed above) that have 10% or greater ownership?

- [ ] YES
- [ ] NO

### OFFICERS

Company President: | Company CFO: |

Is there anyone not listed above who has the authority to make financial decisions or control company policy on behalf of your business?

- [ ] YES
- [ ] NO
# AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

**AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.**

<table>
<thead>
<tr>
<th>NAME (please print)</th>
<th>John Carrier</th>
<th>TITLE (please print)</th>
<th>Chairman, Board of Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>209-966-3222</td>
<td>EMAIL ADDRESS:</td>
<td><a href="mailto:jcarrier@mariposacounty.org">jcarrier@mariposacounty.org</a></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td></td>
<td>DATE:</td>
<td>2-23-16</td>
</tr>
</tbody>
</table>

## CERTIFICATION

I, the undersigned, being an officer/principal of ____ 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)

<table>
<thead>
<tr>
<th>NAME (please print)</th>
<th>John Carrier</th>
<th>TITLE (please print)</th>
<th>Chairman, Board of Supervisors</th>
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<tbody>
<tr>
<td>SIGNATURE</td>
<td></td>
<td>DATE:</td>
<td>2-23-16</td>
</tr>
</tbody>
</table>

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**PAYMENTECH INTERNAL USE ONLY**

<table>
<thead>
<tr>
<th>SUBMITTER NAME</th>
<th>Invoice Cloud, Inc.</th>
</tr>
</thead>
</table>

*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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Rev 07/15

Page 2 of 2

Paymentech Contract No. 063576
SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentechn, LLC ("Paymentechn" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Invoice Cloud, Inc. in providing you with state-of-the-art payment processing services. When your Customers pay you through Invoice Cloud, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; 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 Payment Brand Rules as they pertain to applicable Card Transaction you submit through Invoice Cloud, Inc.. You are also required to fill out an Application with Paymentechn. The Application provides Paymentechn with information relative to your processing practices and expectations.

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

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards
   - You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.

   - In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:

     (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
     (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
     (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).

   - If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).

   - For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer’s Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement
   - Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Invoice Cloud, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the “Funding Schedule” section.

   - You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks
   - You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:

     (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
     (2) An authorization/approval code was required and not obtained;
     (3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy
- By signing below, you represent to us that you do not have access to any Card Information (such as the Customer’s primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Invoice Cloud, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Invoice Cloud, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule
- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House (“ACH”) system and the Federal Reserve wire system (the “Bank Account”). 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 5. We 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.

- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. 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 a Bank 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.

- 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 as set forth below:

Name of Bank: West America Bank

ABA No.: 121140218

Account No.: 168948297

Account Name: County of Mariposa Tax Account

Reference: _____
6. Definitions

“Application” is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

“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. Payment Instruments 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.

“Chargeback” is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

“Customer” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

“Member” is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

“Payment Brand” is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., 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.

“Payment Brand Rules” are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

“Card Information” is information related to a Customer or the Customer’s Card, that is obtained by you or Invoice Cloud, Inc. from the Customer, or 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 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 Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

“Paymentech”, “we”, “our”, and “us” is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

“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 Payment Instrument 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.

“Transaction” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

[Signature]

Agreed and Accepted by:

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

By:

Print Name: David Miller

Title: Vice President, Credit Operations

Date: March 31st, 2016

Address: 4 Northeastern Boulevard, Salem, NH 03079
CONVENIENCE FEE TRANSACTION AMENDMENT TO  
FULL LIABILITY SUBMITTER PAYMENT INSTRUMENT PROCESSING AGREEMENT AND  
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES  

MERchant NAME: County of Mariposa  
SUBMITTER NAME: Invoice Cloud, Inc.  

This Convenience Fee Transaction Amendment shall, upon full execution by all parties hereto, modify (i) that certain Submitter Merchant Payment Processing Instructions and Guidelines (the “Processing Guidelines”) between Paymentech, LLC (hereinafter referred to as “Paymentech”, “we”, “our” or “us”), JPMorgan Chase Bank, N.A., a national banking association (“Member”), and County of Mariposa (hereinafter referred to as the “Merchant”) dated as of the date last signed below (the “Effective Date”) and (ii) that certain Full Liability Submitter Payment Instrument Processing Agreement (the “Submitter Agreement”) between Paymentech and Invoice Cloud, Inc. (hereinafter referred to as the “Submitter”), dated as of June 11, 2010, as amended.  

1. APPLICABILITY OF AGREEMENT. Unless otherwise indicated in this Amendment, capitalized terms in this Amendment have the meanings set forth in the Processing Guidelines. The terms and conditions of this Amendment apply to all Convenience Fee Transactions processed pursuant to this Amendment. Unless expressly contradicted by this Amendment, all terms of the Processing Guidelines and the Submitter Agreement shall apply to the processing of Convenience Fee Transactions as defined herein.  

2. DEFINITIONS.  
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 and Submitter.  

3. PROCESSING AND PAYMENT.  
Merchant and Submitter hereby agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the Submitter Agreement, (ii) all Transactions will be submitted by Submitter on behalf of Merchant to Paymentech under the Processing Guidelines, (iii) 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, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Transactions shall be paid by Submitter, (v) all Chargebacks (but not chargeback fees), returns and similar charges related to Transactions shall be paid by Merchant, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, (vii) all funds transfer fees, Chargeback fees and similar charges related to Transactions shall be paid by Submitter (viii) settlement funding for Convenience Fee Transactions will be paid directly to a bank account designated by Submitter, and (ix) settlement funding for Transactions will be paid directly to a bank account designated by Merchant.

Your signature on this Amendment that you return to us indicates your understanding and acceptance of its terms and incorporation by reference in the Processing Guidelines and the Submitter Agreement.

Agreed and Accepted by:

County of Mariposa  
MERCHANT LEGAL NAME (Print or Type)  

By (authorized signature)  

Address (Print or Type)  

By, Name, Title (Print or Type)  

Date  

Agreed and Accepted by:

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

By:  

Print Name: David Miller, Managing Director of Credit  

Date: MARCH 21ST 2016  

Address: 4 Northeastern Boulevard, Salem, NH 03079  

Agreed and Accepted by:

Invoice Cloud, Inc.  
SUBMITTER LEGAL NAME (Print or Type)  

By (authorized signature)  

Address (Print or Type)  

By, Name, Title (Print or Type)  

Date  

JXIGHT/Reble/040210