

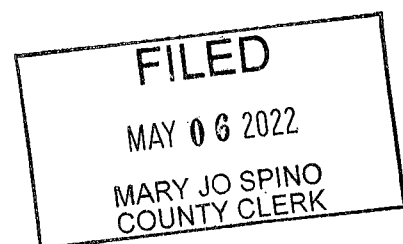


Paylt, LLC
1100 Main Street
Kansas City, MO 64105

**Paylt Cloud-Based Digital
Government and Payment Platform
Mobile & Web Solutions**

Jackson County, Missouri

Date: January 24, 2022



PayIt Platform Statement of Work

Client:	Jackson County, MO	Start Date:	January 24, 2022
Contact:	Michael Erickson	End Date:	March 23, 2023
Address:	415 E 12 th St	Title:	Director of Information Technology
City, State, Zip:	Kansas City, MO 64108	E-Mail:	merickson@jacksongov.org

Services	Citizen Paid Transaction Fees
<p>Jackson County Mobile and Web Applications</p> <p>Customers will be able to...</p> <ul style="list-style-type: none"> • download the PayIt Jackson County application to their mobile phone and access the web application ("Application(s)") via the internet, which is also mobile responsive • setup their individual user profile in the PayIt Application, which can be used with any service available in the Application • access additional services as they are rolled out, using the same PayIt Application • complete payment transactions via the PayIt applications using Visa, MasterCard, Discover, American Express, or ACH. All payments will be bundled into one payment for the customer. • receive confirmation in the application and via email • review transaction and payment history • keep transaction receipts and other documents in the Wallet section of the Application 	
<p>PayIt will ...</p> <ul style="list-style-type: none"> • for the services in this Statement of Work; deploy, configure, host and manage the PayIt platform • configure all necessary systems to integrate the PayIt platform with Client systems using existing data, APIs or web services components provided by the Client. If additional data, APIs or web services components are required PayIt will discuss the options, scope and required costs to develop these with Client and gain approval prior to commencing work. • provide Client with specific dedicated contacts to support technical, business, marketing issues. • collect payment from Customers and route the amount due to the Client to the depository account specified by the Client, net of the fees due to PayIt. • submit to Client full reconciliation of all amounts paid and deposits to Client account, including all necessary details as specified by Client. 	
<p>Client will ...</p> <ul style="list-style-type: none"> • provide marketing support, in coordination with PayIt, adequate to drive user adoption of the Applications. For this purpose, the marketing support provided by Client will include... • providing access to existing customer/end user data for purposes of communicating the Applications • placing online notifications and mobile intercept screens prominently on jacksongov.org and department landing pages, as well as any e-newsletters or emails • placing notification(s) on all billing communications (including citations, etc) • integrating notification(s) into any printed signage, newsletters, and blogs • be able to review account and customer activity dashboards and receive specific reports and analysis, including reconciliation reports, on-line or via electronic delivery • provide timely access to data required for the services in this Statement of Work (for example, bi-directional access to citizen account detail, bills or citations, including dates, subtotals with descriptions, and total with any fees or fee types/citation descriptions. Data can be provided via web services API (preferably), or delivered on a recurring basis via secure FTP). 	

<p>Personal Property and Real Estate Taxes Customers will be able to...</p> <ul style="list-style-type: none"> • look up personal property using account number, name • make payments for personal property and real estate taxes • receive reminders and alerts for tax bills • ability to combine vehicle property tax payment with vehicle registration renewal in same process 	<p>\$2.00 Per Transaction</p>
---	--

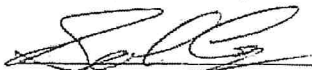
Customer Payment Processing Fees	
Fees for Payment Processing are dependent upon the form of payment, and are charged to the customer as follows:	
<ul style="list-style-type: none"> • Credit and Debit Cards (Visa, MasterCard, Discover, and American Express): 2.75% of Transaction • ACH: \$1.25 per Transaction 	

Optional Services	Client Fee
<p>311 Requests At Client's option, PayIt will implement the capability for citizens to submit 311 requests to the Client via the Applications. This would include appropriate routing as required by the Client.</p>	TBD
<p>Electronic Bill Presentation & Management At Client's option, PayIt will manage the process of presenting and settling electronic bills to customers via the Application and email for any of the services in this proposal.</p>	TBD
<p>Marketing Campaign Execution & Management At Client's option, PayIt will manage and execute the customer marketing process, including e-mail campaigns, signage, messaging, and other electronic marketing strategies.</p>	TBD

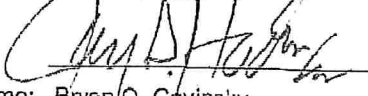
Upon execution of this Statement of Work, PayIt, LLC and Client hereby agree to the attached Terms and Conditions with respect to PayIt's platform as well as the requirements outlined in this Proposal, the sum of which will constitute a binding agreement ("Agreement") between the parties.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Start Date.

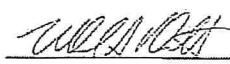
Jackson County, Missouri (Client/Subscriber)

By:  5-6-2022
Name: Bob Crutsinger
Title: Director of Finance and Purchasing
Date: Effective as of January 24, 2022


Approved as to Form:

By: 
Name: Bryan O. Covinsky
Title: County Counselor

PayIt, LLC (Service Provider)

By: 
Name: Michael S. Plunkett
Title: Co-Founder and COO/CFO
Date: Effective as of January 24, 2022

Attest:

By: 
Name: Mary Jo Spino
Title: Clerk of the County Legislature

Paylt Platform Terms and Conditions

These Paylt Platform Terms and Conditions (the "Agreement") is entered into, to be effective upon execution ("Effective Date"), by and between Jackson County, MO located at 15 E 12th St. Suite 100 Kansas City, MO 64106 ("Client" or "Subscriber") and Paylt, LLC located at 1100 Main Street, Suite 700, Kansas City, MO 64105 ("Service Provider" or "Paylt").

RECITALS

WHEREAS, Subscriber requires third-party hosted "software as a service" with respect to a transaction processing platform;

WHEREAS, Subscriber has selected Service Provider to provide and manage the Services;

WHEREAS, the Services include Service Provider providing to Client services that facilitate Client's acceptance of card payments, e-check, and/or ACH payments for goods and services provided, and Service Provider as an agent for Client, may accept settlement payments from the Acquirer on behalf of Client;

WHEREAS, Service Provider is party to an agreement with an Acquirer and a Bank under which Acquirer and Bank provide payment processing and Association sponsorship services to Service Provider on behalf of Client and other sub-merchants of Service Provider;

WHEREAS, as a condition of providing services to Service Provider on behalf of Client, Acquirer, and Bank require that Service Provider include certain terms and conditions in this Agreement relating to the payment processing services being provided to Client;

WHEREAS, Service Provider wishes to perform the Services; and,

WHEREAS, Service Provider has agreed to provide the Services to Subscriber, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. **The Services.** This Agreement sets forth the terms and conditions under which Service Provider agrees to provide to Subscriber certain hosted software ("Software") and all other services necessary for productive use of such software as set forth on a Statement of Work (collectively, the "Services"). Multiple Statements of Work (SOWs) may be executed in parallel.
2. The Agreement shall remain in effect unless terminated as provided for herein.
 - 2.1. **Control and Location of Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due and reasonable consideration to the requests of Subscriber. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
3. **Payment Processing Services.**
 - 3.1. **Capacity of Service Provider and Client.** On and subject to the terms and conditions hereof, Service Provider is: (i) acting in the capacity of a "Payment Service Provider" (under the Visa Rules) and a "Payment Facilitator" (under the MasterCard Rules) and will provide Client card processing services as a Sub-Merchant as described herein; and (ii) will provide Client with additional services as agreed by the Parties. Service Provider provides processing services with

respect to credit card transactions including Visa U.S.A., Inc. ("Visa"), MasterCard Worldwide ("MasterCard"), DFS Services LLC ("Discover Network"), American Express, PayPal, JCB, Discover, Diners Club ("Associations"), as well as e-check and ACH transactions.

- 3.2. Acceptance of Cards. The parties agree they will honor a card by accepting it for payment. The parties will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular card type elected and approved by Service Provider, in favor of any competing card brand also elected and approved. Both parties understand and agree that they are expressly prohibited from presenting sales transactions for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities. For all Cards issued by U.S. Issuers, the parties will honor all cards within the card types elected and approved in accordance with this Agreement.
- 3.3. Client Obligations and Requirements. The Client shall comply with the Associations' operating rules ("Operating Rules"), including the Operating Rules applicable to the Visa PSP and MasterCard Payment Facilitator programs and all applicable local, state, and federal laws, rules, and regulations ("Applicable Laws"). The Operating Rules are available on websites, such as <http://www.usa.visa.com/merchants> and <http://www.mastercardmerchant.com>, as updated from time to time. Further, Client acknowledges receipt and review of the Bank Card Merchant Rules and Regulations (the "Rules Summary"), as amended from time to time, which are incorporated into this Agreement by reference. Client agrees to fully comply with, all of the terms and obligations in the then current Rules Summary, as changed or updated by Acquirer from time to time. Without limiting the foregoing, Client agrees that it will fully comply, with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), the Associations, including but not limited to Payment Card Industry Data Security Standard ("PCI"), the Visa Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. In the event of any inconsistency between any provisions hereof and the Operating Rules, the Operating Rules will govern to the fullest extent possible under Applicable Laws.
- 3.4. Processing Locations. On an ongoing basis and as applicable, Client must promptly provide Service Provider with the current address of each location, all "doing business as" (DBA) names used by Client, and a complete description of goods sold and services provided by Client.
- 3.5. Identify of Client to Cardholders. To the extent Client interacts with a Cardholder, Client will prominently and unequivocally inform the Cardholder of the identity of the Client at all points of interaction so that the Cardholder readily can distinguish the Client from the Service Provider or any other party, such as another supplier of products or services to Client. Further, Client must ensure that the Cardholder understands who is responsible for the card transaction, including delivery of the products (whether physical or digital) or provision of the services that are the subject of the card transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the card transaction.
- 3.6. Third Parties. Service Provider and Client may use one or more third party service providers ("TPSP's") in connection with the Services and/or the processing of some or all of its Card transactions. In no event shall Client use a TPSP unless such TPSP is compliant with PCI and/or the Payment Application Data Security Standard ("PA-DSS"), depending on the type of TPSP, as required by the Operating Rules. Client acknowledges and agrees that Client shall cause its TPSP to complete any steps or certifications required by any Association (e.g., registrations, PA-DSS, PCI, audits, etc). Client shall cause its TPSP to cooperate with Acquirer in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such TPSP. Client shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations and certifications. Client expressly agrees that neither Acquirer, Bank, or Service Provider shall in any event be liable to Client or any third party for any actions or inactions of any TPSP used by Client.
- 3.7. Auditing. Service Provider may audit from time to time Client's compliance with the terms of this Agreement. Client shall provide all reasonable information requested by PayIt necessary to

complete the audit. Client shall assist Service Provider in any and all investigations of Transactions in a timely manner and will provide written reports of Investigated transactions to Service Provider upon request. Client authorizes Service Provider to make on-site visits to any and all of the Client's locations with regard to all information necessary or pertinent to the Services.

4. Support Services; Maintenance; Additional Services.

4.1. Support Services. Service Provider shall provide the Support Services described in a Statement of Work. The Services Fees shall be inclusive of the fees for the Support Services.

4.2. Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in a Statement of Work, is available; and (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in a Statement of Work.

5. Term and Termination; Renewals.

5.1. Term. This Agreement is legally binding as of the Effective Date and shall continue for a period of fourteen months or until terminated as provided for herein, as defined in a Statement of Work. The term as defined in a Statement of Work (the "Initial Term") shall commence on the Start Date and continue until the End Date. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, each Statement of Work may be renewed for two successive one (1) year terms (each, a "Renewal Term") to be exercised by both parties in writing.

5.2. Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the nonbreaching party's sole and reasonable satisfaction, within thirty (30) calendar days after written notice of the breach, the nonbreaching party may terminate this Agreement for cause as of a date specified in such notice.

5.3. Payments upon Termination. Upon the termination of this Agreement, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder as of the date of termination if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder as of the date of termination, such as prepaid fees, if any.

6. Cost of Services; Billing. Any sum due Service Provider for the Services for which timing of payment is not otherwise specified shall be due and payable forty-five (45) business days after receipt by Subscriber of an invoice from Service Provider. Any City Processing Fees or Citizen Transaction Fees specified in a Statement of Work will be collected by the Service Provider and may be reasonably adjusted by the Service Provider, with approval by the Subscriber. Such approval is not to be unreasonably withheld by the Subscriber.

6.1. Billing Procedures. Unless otherwise provided for under a Statement of Work, Service Provider shall collect all sums due pursuant to a Statement of Work directly from end-user customers (i.e., citizens using the services) and not the Subscriber.

6.2. Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or

withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

- 6.3. Non-binding Terms. Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.
- 6.4. Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Subscriber in a format that will permit audit by Subscriber for a period of no less than three (3) years from when a fee was incurred, or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement.
- 6.5. No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

7. Representations and Warranties.

- 7.1. Mutual. Each of Subscriber and Service Provider represent and warrant that:
 - 7.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
 - 7.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 7.1.3. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 7.1.4. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - 7.1.5. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 7.2. By Service Provider. Service Provider represents and warrants that:
 - 7.2.1. it is in the business of providing the Services;
 - 7.2.2. it has the expertise and experience necessary to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
 - 7.2.3. the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

- 7.2.4. it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 7.2.5. in the case of Subscriber's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, and Maintenance; and,
- 7.2.6. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Statement of Work and the Documentation.

8. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.
- 8.1. Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).
- 8.2. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 8.3. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 8.4. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Subscriber, at the sole election of Subscriber, the immediate termination, without liability to Subscriber, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.

8.5. These confidentiality provisions are subject to the Public Records Act of the State of Missouri.

9. Data Privacy and Information Security.

- 9.1. Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including commercially reasonable physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of data; (b) protect against any anticipated threats or hazards to the security or integrity of data; (c) protect against unauthorized disclosure, access to, or use of data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.
- 9.2. Subscriber's Right to Termination for Deficiencies. Subscriber reserves the right, at its sole and reasonable election, to immediately terminate this Agreement upon written notice to Service Provider without limitation and without liability if Subscriber reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.
- 9.3. In accordance with the indemnification provisions of Section 9, Service Provider will indemnify Subscriber for any losses, expenses, costs, or liabilities incurred in responding to a data breach if the breach is reasonably attributable to Service Provider failing to meet the obligations of this Section.

10. Proprietary Rights.

- 10.1. Pre-existing Materials. Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 10.2. No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 10.3. Ownership of Software. The Software and all inventions, developments, deliverables, improvements, know-how, materials, and all other output prepared, authored, developed or created by Service Provider or its employees, agents and representatives, either alone or in combination with third parties, for Subscriber resulting from Service Provider's provision of the Services under this Agreement (collectively, "Service Provider IP") will become and remain Service Provider's exclusive property. Subscriber is strictly prohibited from copying any of the Service Provider IP, making derivative works of any of the Service Provider IP, or violating any of the Limitations on Use stated below.
- 10.3.1. LIMITATIONS ON USE - Subscriber's use of the Service Provider IP must be in accordance with this Agreement and is subject to the following restrictions. Subscriber shall not (nor shall allow any of its Representatives or any other third party to): a) decompile, disassemble, or reverse engineer any Service Provider IP or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Service Provider IP by any means whatsoever; b) copy, duplicate, distribute, transfer, sell, sublicense, rent, give, lease or use any Service Provider IP, or rights to use any Service Provider IP to any other person or entity for any purpose

whatsoever, including but not limited to, use, joint use, time sharing, hosting, reselling or demonstration, or like purposes;

c) remove any product identification, proprietary, copyright, trademarks or notices contained in any Service Provider IP; d) alter, enhance, change, modify any part of any Service Provider IP, create a derivative work of any part of any Service Provider IP, or incorporate any Service Provider IP into or with other software, except to the extent expressly authorized in writing by Service Provider; or e) subject to Missouri public records laws, publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to any Service Provider IP.

10.4. The provisions of this Section shall survive the termination of this Agreement.

11. Indemnification; Limitation of Liability.

11.1. General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Subscriber and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which are suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the Service Provider, their officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any breach of Service Provider's obligations related to data privacy and information security as set out in Section 7; or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligence or misconduct of an Indemnitee.

11.2. Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which are suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees associated with Services not yet provided and the full cost associated with any reasonable expenses involved in transitioning to alternative services, if applicable or available.

11.3. Indemnification Procedures. Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may

have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel reasonably determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

12. General.

- 12.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Missouri in all questions and controversies arising out of this Agreement.
- 12.2. Attorneys' Fees and Costs. In any mediation, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own costs and expense, including attorney fees.
- 12.3. Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall use commercially reasonable efforts to comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider in advance.
- 12.4. Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will reasonably cooperate with any Subscriber supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Subscriber, including, without limitation, the Successor Service Provider. Service Provider agrees to reasonably cooperate with such suppliers, and shall use its best efforts to not commit or permit any act which may interfere with the performance of services by any such supplier, provided that such cooperation does not or will not interfere with Service Provider's performance obligations hereunder.
- 12.5. Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must use its best efforts to notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section and inform

the other party of its plans to resume performance. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, through the sole fault of Service Provider that result in an outage or inability for Subscriber to access or use the Services.

- 12.6. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 12.7. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, overnight delivery service, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 12.8. Assignment of Agreement. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 12.9. Entire Agreement. This Agreement and its attached Statement(s) of Work constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 12.10. Cumulative Remedies. All rights and remedies of Subscriber herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Effective Date.

Jackson County, Missouri (Client/Subscriber)


By: 

Name: Bob Crutsinger

Title: Director of Finance and Purchasing

Date: Effective as of January 24, 2022

PayIt, LLC (Service Provider)

By: 

Name: Michael S. Plunkett

Title: Co-Founder and COO/CFO

Date: Effective as of January 24, 2022