

1-19-21 #116

Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the "Agreement"), which is made and entered into by and between the customer named in the signature block below ("Customer"), Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Nvoicepay, Inc., an Oregon corporation ("Nvoicepay"), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and Nvoicepay are sometimes collectively referred to herein as the "parties" or individually as a "party") and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the "Effective Date"). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to that certain software license sales agreement dated 2/18/2009 (the "Master Agreement") under which Customer has purchased the right to use certain Tyler software ("Tyler Software");

WHEREAS, through the Tyler Software, Nvoicepay facilitates ACH, check, and other virtual payments to vendors ("Vendor Payment Services") in accordance with the terms set forth in the Nvoicepay Terms of Use attached hereto as Exhibit A and incorporated herein ("Terms of Use"). As used in the Terms of Use, "you" means Customer and "your" means Customer's;

WHEREAS, the use of Vendor Payment Services by Customer may generate certain rewards to ultimately be conveyed by Tyler to Customer in the form of a statement credit in accordance with the terms set forth in Exhibit B (the "Revenue Share"); and

WHEREAS, Customer desires that Tyler and Nvoicepay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Terms of Use.** As a condition to Tyler and Nvoicepay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Nvoicepay, through a Tyler Software interface with Nvoicepay Software, all of Customer's required information and all of Customer's required vendor payment information set forth in Section 1 of the Terms of Use. Nvoicepay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquires related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler's discretion, Customer inquiries may be passed to Nvoicepay. Tyler will have access to Customer's instance of Nvoicepay Software in order to support the Customer.
3. **Vendor Payment Services.** Nvoicepay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Nvoicepay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Tyler will provide Customer with: (a) Revenue Share to Customer in accordance with Exhibit B; and (b) annual reports made available in a form substantially similar to the template attached hereto as Exhibit C ("Annual Reports"). Annual Reports, subject to adjustment from time to time in Tyler's sole discretion, shall be delivered or made available no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.

4. Term; Termination.

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the "Initial Term"), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Nvoicepay, with prompt notice thereafter to Tyler. This Agreement may be terminated at the option of Tyler or Customer by written notice to the other parties hereto delivered ninety (90) days in advance.

5. Representations by Nvoicepay. Nvoicepay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:

- a. In transmitting or depositing Customers' funds, and having its third party service providers transmit or deposit funds under this Agreement, Nvoicepay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;
- b. Nvoicepay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
- c. Nvoicepay will cause the settlement account to be set up with the processing bank such that the Customer's funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Nvoicepay's associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Nvoicepay shall maintain a data security plan ("Security Plan") which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Nvoicepay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Nvoicepay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler's systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Nvoicepay shall comply with all applicable privacy laws and regulations. Nvoicepay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Nvoicepay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.

6. Indemnification by Nvoicepay. Nvoicepay shall indemnify, defend, and hold harmless Customer and its

directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Nvoicepay in Section 5 in accordance with the indemnification provisions of the Terms of Use.

7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Nvoicepay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Nvoicepay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.
11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all parties. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a "Force Majeure Event"). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Rob Kennedy-Jensen

Title: Director of Contracts

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Legal Department

Nvoicepay, Inc.

By: _____

Name: Byron Biggins

Title: Senior Vice President

Date: _____

Address for Notices:
Nvoicepay, Inc.
8905 SW Nimbus Avenue, Suite 240
Beaverton, OR 97008
Attention: Legal Department

Woodbury County, IA

Incode

By:  _____

Name: Rocky De Witt

Title: Woodbury County Board Chairperson

Date: _____

Address for Notices:
Woodbury County, IA
620 Douglas Street
Sioux City, IA 51101
Attention: Office of County Auditor

Exhibit A
Nvoicepay Terms of Use

Your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services is governed by this Terms of Use (this "TOU"). In order to make electronic payments using the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must provide information to Nvoicepay and accept the terms and conditions of this TOU. "Nvoicepay Software" means the Nvoicepay software made available to you in connection with the Nvoicepay Vendor Payment Services; and "Nvoicepay Vendor Payment Services" mean the ACH, payment card, cross-border ACH, cross-border wire, and printed check payment services offered by Nvoicepay under this TOU.

1. Information You Provide Nvoicepay; User IDs, Passwords and Vendor list.

- a. You are responsible for keeping all information you provide to Nvoicepay, whether directly or indirectly through Tyler, accurate and up-to-date, including the proper identification of your bank account(s), authorized contacts, e-mail addresses, and mailing address(es). Nvoicepay will have no liability for relying on any information (including, without limitation, any vendor payment information (as defined below)) provided by you or Tyler on your behalf. If the wrong bank account is debited or incorrect vendor is paid in reliance upon information provided by you, Nvoicepay will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services for providing inaccurate or incomplete information.
- b. You shall provide your vendor list ("**your vendor list**") and the name, address (including country), complete banking information, and payment method to be used for each vendor you intend to pay using Nvoicepay software and Nvoicepay Vendor Payment Services ("**vendor payment information**") to Nvoicepay, whether directly or indirectly through Tyler, and identify any individuals or vendors outside the U.S. you intend to pay using Nvoicepay Software and Nvoicepay Vendor Payment Services.

2. Services.

- a. Upon receipt of vendor invoices from you, Nvoicepay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Nvoicepay is not a bank or money services business ("**MSB**") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB services. You acknowledge that Nvoicepay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your vendors; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular vendor. Nvoicepay will electronically debit funds from your bank account as identified to Nvoicepay by you (the "**Customer Transaction Account**") to instruct payment of all invoices received from you. Prior to any such debit, you agree to provide written authorization to your bank expressly authorizing Nvoicepay to debit the Customer Transaction Account for the purpose of rendering the Nvoicepay Vendor Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").
 - b. For each vendor invoice for which Nvoicepay makes a payment, Nvoicepay will forward remittance information provided by you to the applicable vendor.
 - c. You shall be responsible for ensuring invoices are entered into your accounting system and sent to Nvoicepay for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring the Nvoicepay Software is under your control and for all transactions conducted using the user ID and password you use to access and/or use the Nvoicepay Software and Nvoicepay Vendor Payment Services.
 - d. You may make a stop payment request for any invoice Nvoicepay receives from you by contacting Nvoicepay Technical Support at techsupport@nvoicepay.com. If you request a stop payment, Nvoicepay will use reasonable efforts to act on such request, but Nvoicepay will not be liable if such stop payment request is not affected. Nvoicepay will work with you to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Nvoicepay may not have the ability to reverse such payment transaction. If you request to cancel or stop a payment to a vendor outside the U.S., you will bear any, and all currency exchange costs and processing fees associated with the reversal of the payment.
 - e. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Nvoicepay Vendor Payment Services due to the actions or inactions of you, your vendors, or Nvoicepay, as applicable. You agree to promptly notify Nvoicepay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Nvoicepay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Nvoicepay will work expeditiously to resolve such payment error and will keep you informed throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the actions or inactions of Nvoicepay.
 - f. For payments to vendors inside the U.S.:
- (1) Upon receipt of your vendor list, Nvoicepay shall review it and flag any duplicates and vendors who are individuals. Nvoicepay will then match the vendors remaining on your vendor list against Nvoicepay's database of vendors who have already signed up to receive payments sent by Nvoicepay on behalf of its customers (the "**Nvoicepay Vendor Database**").

- (2) Nvoicepay shall, in the form agreed by you (e.g., by an email explaining that Nvoicepay is operating as your payment provider), contact any vendor on your vendor list that is not in the Nvoicepay Vendor Database to sign up to receive payments. You acknowledge and agree that each vendor shall notify Nvoicepay of the electronic payment method to be used to make payments of such vendor's invoices ("vendor payment method"). In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor inside the U.S., Nvoicepay shall not be liable for any payments made in reliance upon such vendor payment information.
- g. For payments to vendors outside the U.S.:
- (1) Nvoicepay requires one Business Day to complete a review of all vendor payment information for vendors outside the U.S. before a payment can be made. Nvoicepay will have no liability for currency exchange costs or payment transaction costs for relying on the information you provide.
- (2) For payments which require a currency translation, you will be able to view the currency exchange rate that will apply to a payment to be made to a vendor outside the U.S. to exchange U.S. Dollars into the applicable payment currency. Once you view the currency exchange rate that will apply to such payment and click on the 'Lock Rate' button, you will have entered into a binding contract to purchase currency. You acknowledge it may not be possible to cancel such purchase. If you cancel a payment for which you have clicked 'Lock Rate', you are responsible for the payment of all bank fees and costs associated with canceling such payment and returning funds, including any trading losses. You acknowledge and agree that Nvoicepay will not make payment of any vendor invoice it receives from you for a vendor outside the U.S. until you have clicked the 'Lock Rate' button for the currency exchange rate to be applied to such payment.
- (3) In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor outside the U.S., Nvoicepay shall not be liable for any payments made in reliance of such vendor payment information.
- (4) Nvoicepay cannot guarantee the same currency exchange rate for all payments made under this TOU.
- (5) Cambridge Mercantile Corp. (U.S.A.) dba Cambridge Global Payments will be providing money transfer services in connection with electronic payments to vendors outside the U.S. and holds all requisite licenses to provide such services.
- h. Nvoicepay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Nvoicepay makes a payment of an invoice on a day that is not a Business Day in the jurisdiction where the vendor is located, the payment date will be processed on the next Business Day.
- i. You agree not to use Nvoicepay Software or Nvoicepay Vendor Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Nvoicepay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Nvoicepay deems, in its reasonable discretion, to pose a reputational risk to Nvoicepay.
- j. Nvoicepay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you at its absolute discretion without any liability to you provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

3. Funds Flow

- a. When Nvoicepay receives an invoice from you **not later than 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Nvoicepay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 2, ("**Business Day 3**"); and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business.
- b. When Nvoicepay receives an invoice from you **after 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 3; and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network.
- c. If Nvoicepay receives an invoice from you for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services.

4. Equipment and Software.

To use the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Nvoicepay is not responsible for the actions or inactions of your ISP or other Internet access provider. Nvoicepay is not responsible for any error, failure or malfunction of your computer or your or Tyler's software. Nvoicepay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Tyler's firewall, computer hardware, computer software, or computer network through which you access the Nvoicepay Software and/or Nvoicepay Vendor Payment Services.

5. Nvoicepay Software Ownership, License and Restrictions.

- a. Nvoicepay owns all of the right, title and interest in and to the Nvoicepay Software and Nvoicepay Vendor Payment Services. The Nvoicepay Software and Nvoicepay Vendor Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.
- b. Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Nvoicepay hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Nvoicepay Software solely in the format provided to you by Nvoicepay for the sole purpose of accessing and using the Nvoicepay Vendor Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Nvoicepay Software.
- c. You agree not to use the Nvoicepay Software or Nvoicepay Vendor Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Nvoicepay and its licensors.
- d. You agree to use the Nvoicepay Software and Nvoicepay Vendor Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Nvoicepay reasonably suspects that your account with Nvoicepay has been or is being used for any unauthorized, illegal, or criminal purpose, Nvoicepay may share information about you, your account with Nvoicepay, and any of your transactions with law enforcement, provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

6. Confidentiality and Privacy

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this agreement or as otherwise authorized by this Agreement, and may only disclose such information with the prior written consent of the other party or if required by applicable law. You acknowledge that Nvoicepay may, without prior notice to you disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Nvoicepay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither vendor payment information nor vendor payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without limitation, a name, an identification number, location data, an online identifier or one or more factors specific to a natural person's physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Nvoicepay as it is not necessary to complete payment instructions to business entities. In the event that you use the Nvoicepay Software or Nvoicepay Vendor Payment Services to make payments to your employees or vendors residing or located in the European Union, you acknowledge and agree that Nvoicepay is facilitating such payments at your behest and not in connection with the offering of Nvoicepay services to such employees or vendors.

7. Compliance

Nvoicepay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Nvoicepay's final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Nvoicepay may choose to perform such audit and/or certify to such established industry standard selected by Nvoicepay in place of those in the preceding sentences. Nvoicepay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance. Security Commitments are available at <https://www.nvoicepay.com/security-commitment/>

8. Termination

Nvoicepay may terminate your use of Nvoicepay Software and Nvoicepay Vendor Payment Services at any time if: (a) you materially breach this TOU; (b) Nvoicepay is required to do so by law; and/or (c) Nvoicepay elects to discontinue the Nvoicepay Software and Nvoicepay Vendor Payment Services. Nvoicepay or Comdata, Inc. ("Comdata") may immediately terminate this TOU and the associated payment services in the event MasterCard prohibits the payment services, the issuing bank ceases to be a network member, or the issuing bank ceases to be the Comdata card issuer, provided that Nvoicepay and Comdata shall endeavor to provide Customer with advance notice of any such event. Additionally, Nvoicepay may terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services at any time without cause by providing you with 60 days' prior written notice of such termination. Each party's rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination.

9. Notices

Nvoicepay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Nvoicepay via email at legal@nvoicepay.com or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

10. Subcontracting

You agree that Nvoicepay may engage any third-party contractor in order to perform its responsibilities under this TOU, provided that Nvoicepay shall be responsible for such performance.

11. Insurance

Nvoicepay will maintain insurance policies with the following coverage: (a) Client Coverage for Crime including coverage for direct loss of money, securities, of property, resulting from theft or forgery of financial documents, employee dishonesty, computer fraud, funds transfer fraud, and theft or forgery of clients property with a limit of liability of US\$25,000,000 per loss; (b) Network Security, Privacy Liability, and Cyber Coverage including the following arising solely from a failure of Nvoicepay's network security: unauthorized access; transmission of virus or malicious code, theft of Personally Identifiable Information; destruction of data stored on Nvoicepay's computer system; unauthorized release of PII/PHI Data with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. (c) Errors & Omissions Coverage including negligence or errors in the technology product or in the performance of the technology services with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. Nvoicepay will provide you with a Certificate of Insurance showing Nvoicepay's insurance coverage within thirty (30) days of the date of this TOU. Each year, upon your request, Nvoicepay will provide you an updated Certificate of Insurance.

12. Representations, Warranties, and Disclaimers.

- a. Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.
- b. You additionally represent and warrant to Nvoicepay that (i) you are a corporate or public entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not considered a shell bank, non-licensed bank, or MSB; and (iii) you will obtain proper authorization to provide Nvoicepay with the information that is owned by and/or relates to any third party prior to providing such information to Nvoicepay. You acknowledge that Nvoicepay may, directly or through third parties, make any inquiries that Nvoicepay considers necessary to validate your identity and/or any information provided by you.
- c. Nvoicepay additionally represents and warrants to you that Nvoicepay will perform the Nvoicepay Vendor Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Nvoicepay of a material failure of Nvoicepay to perform any of its obligations under this TOU, Nvoicepay will use reasonable efforts to cure such failure at its cost and expense.
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, NVOICEPAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES. NVOICEPAY DOES NOT MAKE ANY WARRANTY THAT THE NVOICEPAY SOFTWARE OR NVOICEPAY VENDOR PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

13. Indemnification

- a. To the extent permitted by law, you shall indemnify, defend and hold harmless Nvoicepay, and each of its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Nvoicepay Software and Nvoicepay Vendor Payment Services, unless caused by an action or inaction of Nvoicepay not taken at your direction.
- b. Nvoicepay shall indemnify, defend and hold harmless you, and each of your affiliates, and your respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions,

proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to any breach by Nvoicepay of this TOU or other written agreement between the parties hereto.

14. Limitation of Liability

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU AND AMOUNTS SENT BY CUSTOMER TO NVOICEPAY FOR PAYMENT OF VENDOR INVOICES HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL EXCEED UNDER ANY CIRCUMSTANCES, THE TOTAL AMOUNT RECEIVED BY NVOICEPAY WITH RESPECT TO PAYMENTS MADE BY NVOICEPAY TO CUSTOMER'S VENDORS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation.

16. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Nvoicepay may engage subcontractors as set forth in Section 10 above.

17. Government Regulation

IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides access to the payment services is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, MasterCard and the issuing bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides access to the payment services, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

18. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all agreements and privacy policies referred to herein and incorporated herein by reference, is the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Nvoicepay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Nvoicepay Software and Nvoicepay Vendor Payment Services following Nvoicepay making any revised version of this TOU available will constitute your acceptance of the revised version. Nvoicepay will not amend these TOU with respect to Sections 11, 12, 13, 14, or 18 in a manner that may detriment your rights without your prior written consent.

Exhibit B
Revenue Sharing Schedule

The amount of Revenue Share received by Customer is determined by the total spend of the customer via Vendor Payment Services for each month, net of Customer rebates and the transaction fees set forth herein ("Monthly Spend").

Revenue Share = .25% of Interchange Rate¹ for Monthly Spend. Tyler reserves the right to reduce the Revenue Share total by any fees assessed by the credit card processor and not otherwise paid by Tyler. Customer shall be advised of such fees by notation in relevant Monthly Reports.

Transaction Fees = The following fees will be reduced from the Revenue Share

| Transaction Type | Per Transaction Cost |
|------------------|----------------------|
| Check | \$0.80 + Postage |
| ACH | \$0.28 |

Customer acknowledges and agrees that the Revenue Share set forth herein is an introductory number subject to change following the Initial Term. The parties hereto shall act in good faith to negotiate adjusted Revenue Share amounts prior to the conclusion of the Initial Term.

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees will be applied as a onetime fee.

| Bank Account Set-Up fee | Fee |
|--------------------------|---|
| First 2 Bank Accounts | Included |
| Additional Bank Accounts | \$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts |

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice

Payment Terms

Tyler will provide annual Customer account credit to Customer based on the calculated Revenue Share amounts set forth above and in the preceding twelve (12) months of Monthly Reports. Payments shall be made only as a Customer account credit to be applied at discretion of Customer. Application of Revenue Share credit to Customer account shall occur within sixty (60) days of end of the then-current Term.

¹ An interchange rate is a fee that a merchant is required to pay with every credit card and debit card transaction.

Exhibit D
Tyler Sales Quotation²

² Tyler Software included in the Sales Quotation is subject to the terms and conditions of the Master Agreement.



Sales Quotation For
 Woodbury County
 620 Douglas St Rm 102
 Sioux City, IA 51101-1248
 Phone: +1 (712) 279-6119

Quoted By: Dylan Schwantes
 Quote Expiration: 4/28/2021
 Quote Name: Woodbury County-LGD-AP Automation
 Quote Number: 2020-118649
 Quote Description:

Tyler Software and Related Services - Annual

| Description | One Time Fees | | Net Annual Fee |
|--|---------------|------------|----------------|
| | Impl. Hours | Impl. Cost | |
| Customer Relationship Management Suite | | | |
| AP Automation | 0 | \$0 | \$0 |
| | | \$0 | \$0 |
| | | \$0 | \$0 |

Sub-Total:
 TOTAL: 0 \$0

| | | |
|---|----------------------|-----------------------|
| Summary | One Time Fees | Recurring Fees |
| Total Tyler Services | \$0 | \$0 |
| Total Third Party Hardware, Software and Services | \$0 | \$0 |
| Summary Total | \$0 | \$0 |
| Contract Total | \$0 | |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: *Rocky DeWitt* Date: 1-19-2021
 Print Name: Rocky DeWitt P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.