

RTK REQUEST NUMBER

DATE RECEIVED

5 DAY RESPONSE DATE



COUNTY OF LUZERNE

RIGHT TO KNOW LAW REQUEST FORM

(Capital Associates)

NAME OF REQUESTER: (PLEASE PRINT CLEARLY)

Davis

LAST

Joshua

FIRST

5

MI

MAILING ADDRESS: 200 N. 3rd Street, Suite 13A STREET / P.O. BOX

Harrisburg CITY

PA STATE

17108 ZIP CODE

PHONE # 717-234-5305 FAX#

EMAIL ADDRESS: summerintern@capitalassoc.com

SIGNATURE: [Handwritten Signature]

DATE: 6/15/15

RECORDS REQUESTED - Requesters MUST specify the document(s) sought. Please use additional pages if necessary.

Requesting all active contracts for merchant processing services or electronic card services between the county and a third party.

PLEASE CHECK ONE OF THE FOLLOWING:

I AM ONLY REQUESTING ACCESS TO THE DOCUMENT(S)

X I AM REQUESTING A HARD COPY OF THE DOCUMENT(S) (PAPER, CD, etc...)

I AM REQUESTING AN E-FILE OF THE DOCUMENT(S) (IF AVAILABLE) (PDF, EXCEL SPRDSHT, etc...)

PLEASE NOTE: LUZERNE COUNTY IS NOT REQUIRED TO CREATE A RECORD WHICH DOES NOT CURRENTLY EXIST OR TO COMPILE, MAINTAIN, FORMAT OR ORGANIZE A RECORD IN A MANNER IN WHICH THE AGENCY DOES NOT CURRENTLY COMPILE, MAINTAIN, FORMAT OR ORGANIZE THE RECORD

**SERVICE FEE SCHEDULE**

DBA Name: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

Accept Credit and Off-Line Debit or:  Accept Only Credit  Accept Only Off-Line Debit

Start-Up Fees (One-Time Charge)	Monthly Service Fees (Discount) (Based On Gross Transaction Volume)	Billed Monthly Fees	Transaction/Other Fees
<b>Non-Taxable Fees:</b>	MasterCard (800-S) <u>1.5%</u>	Monthly Service Fee: (224-S) <input type="checkbox"/> \$9.50 <input type="checkbox"/> \$16.50 <input type="checkbox"/> Other \$ _____	AUTHORIZATION CAPTURE
Application Fee* (247-S) \$ <u>0</u>	MasterCard Mid-Qual (810-S) _____%	Chargeback Fee (205-S) \$ <u>25.00</u>	MC \$ _____ (030-S, 031-S) \$ _____ (038-S)
Non-Refundable	MasterCard Non-Qual (820-S) _____%	Minimum Processing Fee (952-S) \$ <u>19.50</u>	Visa \$ _____ (040-S, 041-S) \$ _____ (048-S)
Site Visitation Fee* (31G-S) \$ _____	MasterCard Signature Debit (850-S) <u>1.5%</u>	Wireless Access Fee (399-S) \$ _____	Diners Club \$ <u>.12</u> (050-S, 051-S) \$ <u>.07</u> (058-S)
Reprogram Fee (31A-S) \$ _____	Visa (804-S) <u>1.5%</u>	YourPay (F-428) \$ _____	Amer. Exp. \$ <u>.12</u> (060-S, 061-S) \$ <u>.07</u> (068-S)
Debit Set-up Fee (31B-S) \$ _____	Visa Mid-Qual (814-S) _____%	Annual Membership Fee (200-S) \$ _____	Discover \$ <u>.12</u> (070-S, 071-S) \$ <u>.07</u> (078-S)
TeleCheck Start-up Fee (31-C) \$ _____	Visa Non-Qual (824-S) _____%	MyMerchantView™ (295-S) \$ <u>0</u>	JCB \$ <u>.12</u> (080-S, 081-S) \$ <u>.07</u> (088-S)
Wireless Activation Fee (31E-S) \$ _____	Visa Signature Debit (854-S) <u>1.5%</u>	Paper Statement Fee: <input type="checkbox"/> \$2.99 (323) <input type="checkbox"/> Suppress Statement	MC/VI Foreign Handling <u>.0010</u> (260-S, 261-S)
Misc. Fee (31J-S) \$ _____	Diners License (750-S) _____%	Internet Service Fee (394-S)	PNC Debit Fee \$ <u>.22</u> (018-S, Key 0 to 590-S) <i>(In addition to Network fee)</i>
Internet Set-up Fee (30R-S)	JCB (754-S) _____%	Fee per TID # of TIDs Total	MC/VI, Diners, Amex Discover, JCB VRU \$ <u>.49</u> (036-S, 046-S, 056-S, 066-S, 076-S, 086-S)
Fee per TID # of TIDs Total	MC/VI TXN Fee (001-S, 002-S/005-S, 006-S) \$ <u>.30</u>	\$ _____ x _____ = \$ _____	MC/VI, Diners, Amex, Discover, JCB VRU/Voice \$ <u>.69</u> (037-S, 047-S, 057-S, 067-S, 077-S, 087-S)
\$ _____ x _____ = \$ _____	MC/VI Interchange Fee (550-S, 560-S) \$ _____	<b>Other Payment Fees</b>	EBT \$ _____ (18E-S, 18I-S, 02X-S, 18H-S)
Other: _____ \$ _____	MC Assessment Fee (242-S) \$ _____	<b>American Express Fees:*</b>	AVS Fee <input type="checkbox"/> \$0.035 retail (406-S, 408-S) <input type="checkbox"/> No
<b>Taxable Items:</b>	VISA Assessment Fee (244-S) \$ _____	<input type="checkbox"/> Amex Discount Rate _____%	Other: _____ \$ _____
State: _____ Sales Tax _____%	Non-Qualification Fee: (excluding Interchange passthrough fees, see §18.1)	<input type="checkbox"/> Amex Monthly Fee (Flat Fee) \$ <u>5.00</u>	<b>Internet Service/Transaction Fees</b>
City/Locality Tax _____%	(30-D) <u>2.0-0.0%</u>	<b>Discover east Fees:*</b>	Per Authorization
Equipment Purchase (ACH) \$ _____	or (30-D) <u>1.70%</u>	Discover Rate (EAD) _____%	MC internet GW (03R) \$ 0. _____
Total Sales Tax \$ _____	(Requires Special Pricing)	Discover Membership Fee (EAM) \$ _____	Visa internet GW (04R) \$ 0. _____
Total Amount \$ _____		Discover Transaction Fee \$ <u>.08</u>	Amex internet GW (06I) \$ 0. _____
			JCB internet GW (08D) \$ 0. _____
			Diners internet GW (05I) \$ 0. _____
			Discover internet GW (07I) \$ 0. _____
			Internet AVS (435) \$ 0. _____

The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates, and that you authorize American Express Travel Related Services Company, Inc. to verify the information on this Application. By signing below, you represent that the information you have provided on the application is complete and accurate and you authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about you, including, requesting reports from consumer reporting agencies. If you ask American Express whether or not a consumer report was requested, American Express will tell you, and if American Express received a report, American Express will give you the name and address of the agency that furnished it. Upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

You acknowledge that by accepting a Discover® card for payment, you agree to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to you by Discover.

\*\*Client acknowledges having received and read a copy of this Service Fee Schedule and agrees to the fees stated herein (as modified from time to time in accordance with the provisions of the Merchant Application/Processing Agreement). The party signing this Service Fee Schedule must be the same party signing the Merchant Application/Processing Agreement.

Client's Business Principal:

\*\*Signature (Please sign below):

[Signature]  
Jill A. New

Lozorne County Authority 9-15-07  
Title Date

Please Print Name of Signer

PNC701

**PERSONAL GUARANTY**

PNC701

In exchange for PNC Merchant Services Company and PNC Bank, N.A.'s acceptance of the Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties for any and all amounts due from Client under Agreement. I understand that this is a Guaranty of payment and not of collection and that PNC Bank, N.A. and PNC Merchant Services Company are relying upon this Guaranty in entering into the Agreement.

Signature (Please sign below):

Signature (Please sign below):

[Signature], an individual

X, an individual



First Data Leasing Solutions  
 4000 Gornal Ridge Drive  
 Coral Springs, FL 30065  
 (877) 257-2094

**EQUIPMENT LEASE AGREEMENT**

Merchant ID \_\_\_\_\_  
 Sales Rep. Name \_\_\_\_\_ Sales ID \_\_\_\_\_

MERCHANT INFORMATION					
Corporate Business Name <i>LUCIANO COLMAN PROMOTORY</i>			DBA Name		
Business Address <i>100 MAIN ST</i>		City <i>NEW YORK</i>	County <i>QUEENS</i>	State <i>NY</i>	Business Phone Number <i>(718) 224-1744</i>
Type of Business <i>LEGAL SERVICES</i>		Years in Business <i>15</i>			
Billing Address (if different than above) <i>100 MAIN ST</i>		City <i>NEW YORK</i>	State <i>NY</i>	Zip Code	
Bank Name	Routing Number	Account Number	(Provide copy of Void Check)		

EQUIPMENT SUPPLIER	DESCRIPTION OF LEASED EQUIPMENT		
First Data Merchant Services Corp. 265 Broad Hollow Road Melville, New York 11747	Equipment Type:	Quantity:	Unit price without tax:

SCHEDULE OF PAYMENTS			
Payable at Lease Signing (amounts include tax) <input type="checkbox"/> Advance Payments \$ _____ <input type="checkbox"/> Security Deposit \$ _____ <input type="checkbox"/> TOTAL: \$ _____	Additional Monthly Charges: <input type="checkbox"/> Term, Maintenance Fees: \$ _____ <input type="checkbox"/> _____ \$ _____	Lease Term: _____ (in months) Monthly Lease Charge: \$ _____ <small>(total unit price without tax)</small> PLUS additional monthly charges: \$ _____ Total Monthly Charges*: \$ _____	

*\*All charges subject to applicable tax*

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services Corporation or its agents, to obtain an investigative credit report from a credit bureau or a credit agency and to investigate the references given on any other statement or data obtained from Lessee. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED HEREIN.**

*Luciano Colman Promotory* *Luciano Colman* *9-18-04*  
 Lessee Signature / Title Print Name Date

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due thereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

*Luciano Colman* , An Individual *(516) 772-1703* *9-14-04*  
 Personal Guarantor's Signature (No Title Allowed) Print Name Home Phone Number Date  
*100 Main St* *Queens* *NY* *11331* *718-463-3010*  
 Home Address City State Zip Code Soc. Sec. No.

**Lessor Acceptance:**

Name (please print or type) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services Corporation and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we", "our" and "us" refer to First Data Merchant Services Corporation and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns.

Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Equipment Lease Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.

## PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 19 day of July 2010 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability corporation ("VPS"), and LVZ Inc (Oran), ("Merchant").

### RECITALS:

WHEREAS, VPS is in the business of providing internet and phone based electronic payment services to public and private sector merchants; and

WHEREAS, Merchant desires to provide it's Taxpayers ("Taxpayer" or "Taxpayers") the option and opportunity to pay various amounts due to Merchant through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS.

- 1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.
- 1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- 1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the Merchant, and for the transactions with respect to which VPS agrees to process.
- 1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.
- 1.5. "Chargeback" shall mean a reversal of a Card sale the Merchant previously presented, pursuant to Association Rules.
- 1.6. "Convenience Fee" shall mean a fee that is charged to the Taxpayer for the ability to make a payment through a VPS E-Payment System. The fee can be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.
- 1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or emerging payment methods such as PayPal or Bill Me Later®.
- 1.8. "E-Payment System" shall mean the VPS Web E-Payment System and or VPS Phone E-Payment System.
- 1.9. "Phone E-Payment System" shall mean a touch tone phone payment system that is managed by VPS.
- 1.10. "Taxpayer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the Merchant.
- 1.11. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 1.12. "Transaction" shall mean as regular, periodic due, fixed dues or assessment payments, and all other amounts, fixed or variable, agreed to by the Taxpayer and Merchant.
- 1.13. "Web E-Payment System" shall mean a VPS hosted payment website.

### 2. SERVICES.

- 2.1. E-Payment System.

VPS will provide an E-Payment System for use by Taxpayers of Merchant. During the term of this Agreement, Merchant agrees to allow Taxpayers to make Electronic Payments through a VPS developed and managed E-Payment System and VPS agrees to facilitate the electronic payment of Transactions between Merchant and the Taxpayers.

**2.2. Taxpayer Information.**

Upon Merchant's execution of this Agreement, Merchant shall use commercially reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the Services contemplated by this Agreement. VPS shall in no event be liable for not being provided by Merchant with current and correct information. VPS will not be responsible for unauthorized use of Taxpayer's credit card or credit card information by Merchant, Merchant's employees, or any other party associated with Merchant as a vendor, consultant, or contractor, including but not limited to Taxpayer's name, billing address, credit card number, and credit card expiration date.

**2.3. Convenience Fee Disclosure.**

The Web E-Payment interface and Phone E-Payment interface will disclose all VPS Taxpayer funded Convenience Fees, if applicable, to Taxpayer prior to the processing of a Transaction.

**2.4. Payment of Transactions.**

Merchant agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Taxpayer shall be deemed the date the Transaction is made for purposes of late fees, if any, Merchant may charge to such Taxpayer. The date the Transaction is "posted" is the date the Taxpayer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to Merchant all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

**2.5. Chargebacks.**

VPS will provide commercially reasonable efforts to have chargebacks investigated following the initial deduction from Merchant's bank account(s). Merchant will ultimately be liable for all chargeback liability derived from Payment processed by VPS.

**2.6. Proprietary Rights.**

VPS represents that it owns and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

**2.7. Modification of Services.**

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least thirty (30) days prior notice to Merchant of any such modification.

**2.8. Payment for Services.**

In consideration for the aforementioned E-Payment Service, Taxpayers will pay the Service Fees that are detailed in Schedule B. Such Service Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

VPS is solely responsible for all Processing Fees. These fees include Chargeback Fees, defined as penalties assessed per Chargeback claimed against Merchant's merchant account, but does not include the principal amount associated with a Transaction.

**2.9. Additional Representations.**

VPS represents and warrants, and agrees for the term hereof, that it is and will remain in compliance with all applicable federal, state and local laws affecting its business and the ownership of its assets and the privacy

and security of information provided by Taxpayers. VPS is in compliance with all agreements with parties other than Merchant and will remain in compliance with all such agreements.

**2.10. Association Rules.**

Merchant agrees to comply with all Association Rules as may be applicable to the Merchant and in effect from time to time as published (on a website or otherwise) by any Association and provided to Merchant.

**2.11. Right to Use Information.**

Merchant acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. Merchant agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that Merchant and the Taxpayer will in no case be individually identifiable except as otherwise permitted herein. Neither Merchant nor any Taxpayer shall be entitled to notice of such use, nor any fees derived therefrom.

**2.12. Exclusivity.**

During the term of this Agreement, Merchant shall not accept credit card or other Electronic Payments through a similar E-Payment System for Transactions from Taxpayers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS.

**3. THIRD PARTY PRODUCTS.**

Merchant understands and agrees that VPS may use Third Party products in connection with the E-Payment System offered hereunder. These products may include firewall security, web server software and encryption software. VPS makes no representation or warranty regarding the performance of such Third Party software, specifically including any warranty that performance will be uninterrupted or error-free.

**4. DISCLAIMER OF WARRANTIES.**

**4.1. No Warranties.**

MERCHANT ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

**4.2. World Wide Web, Internet and Telephone Usage.**

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

**5. LIMITATION OF LIABILITY.**

**5.1. NO CONSEQUENTIAL DAMAGES.**

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.2. Limited Remedy.**

VPS shall in no way be liable to Merchant or Taxpayer due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Taxpayers are unable to access or use the E-Payment System due to a confirmed problem therein.

**6. CONFIDENTIAL INFORMATION.**

**6.1. Nondisclosure.**

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

## 7. TERM AND TERMINATION.

### 7.1. Term.

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue for two (2) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause. If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry then the Merchant's sole remedy for such failure shall be that upon notice from Merchant specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within 30 days after receipt of notification, then Merchant may terminate this Agreement upon 30 days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within 30 days of VPS notice to Merchant, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; (iii) for a period of more than 60 consecutive days, Merchant does not transmit Sales Data to VPS.

7.3. Termination for Convenience. Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other party.

### 7.4. Effect of Termination.

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, Processing Fees, Service Fees or other compensation due and owing to the other party prior to such termination.

### 7.5. Survival.

Sections 5 and 6 shall survive any termination or expiration of this Agreement.

## 8. MISCELLANEOUS.

### 8.1. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought by VPS against Merchant or by Merchant against VPS in the county and state of Merchant's principal office as indicated below. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

### 8.2. Entire Agreement.

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.3. Section intentionally left blank.

8.4. Relationship of Parties.

The relationship of VPS to Merchant under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Merchant and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS

8.5. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

IF to: Value Payment Systems, LLC  
3841 Green Hills Village Drive  
Suite 400  
Nashville, TN 37215  
Attn: Jeffrey C. Gardner  
Email: jgardner@valuepaymentsystems.com

IF to: Luzerne County  
Attn: Doug Pace County Manager  
200 North Ring Street  
Wilkes-Barre, PA 18711

8.6. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.7. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

8.8. Waiver.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.9. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.10. Publicity.

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

8.11. Amendment and Changes.

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.12. Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.12 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.



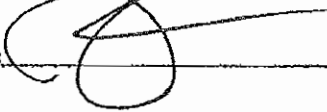
**8.13. Facsimile Signature and Counterparts.**

This Agreement may be executed by exchange of signature pages by facsimile or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

**~ The rest of the page is intentionally left blank. ~**

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

VALUE PAYMENT SYSTEMS, LLC

By: 

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 3841 Green Hills Village Drive, Suite 400

City/State/Zip: Nashville, TN 37215

By: Douglas A. Pape

Name: Douglas A. Pape

Title: Luzeane County Manager/Chief Clerk

Address: 200 N. River St.

City/State/Zip: Levittown - Bucks, PA 18711

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

VALUE PAYMENT SYSTEMS, LLC

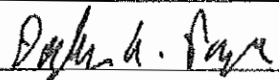
By: 

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 3841 Green Hills Village Drive, Suite 400

City/State/Zip: Nashville, TN 37215

By: 

Name: Douglas A. Bape

Title: Luzerne County Manager / Chief Clerk

Address: 200 N. River St.

City/State/Zip: Luzerne, PA 18711

**Master Subscription Agreement**

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and Luzerne County ("Subscriber"), whose principal place of business is located at 200 North River Street, Wilkes Barre, PA 18711 on the 20th day of February, 2014 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Attachment 1.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Attachment 1 - Price Schedule.
3. **TERM.** The term of this agreement shall be for a period of three years from the date of the Agreement, with automatic annual renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
6. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.
8. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
  - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
  - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
  - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
  - 6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes

based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.

7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
  - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
  - 7.2. **Use and Non-disclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement.
9. **LIMITATIONS ON LIABILITY.** To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.
  - 9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

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

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

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

Govolution LLC  
2000 N 14<sup>th</sup> St., Suite 600  
Arlington, VA 22201

Subscriber:

Luzerne County  
200 North River Street  
Wilkes Barre, PA 18711

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

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

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

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

16. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid

provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

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

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


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


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

20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the Commonwealth of Virginia (or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.

21. **FEEs.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

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

Subscriber:  
By:   
Name: Laura Beers  
Title: Office Manager / Tax Administrator

Govolution  
By:   
Name: Greg Gault  
Title: President

**Attachment 1 – Price Schedule**

**SERVICE FEE MODEL**

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

**SERVICE FEE MODEL FOR GOVERNMENT & HIGHER EDUCATION (WITH VISA ACCEPTANCE)**

Velocity Product	Service Fee
Virtual Terminal	2.50% for all Credit Card transactions (minimum Service Fee of \$1.00) \$1.50 for all e-Check/ACH transactions
Integrated Web	2.50% for all Credit Card transactions (minimum Service Fee of \$1.00) \$1.50 for all e-Check/ACH transactions

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

*LB* *WJ*

## SERVICE FEE APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:

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

2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber will be required to comply with the following guidelines:

- Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
- Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
- Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
- Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
- Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card Issuer for legitimate reasons.
- Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials.