



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: JPMORGAN CHASE BANK	DATE ISSUED: MAY 3, 2022
383 MADISON AVENUE, FLOOR 22	CONTRACT NO: 21-DTS-RFP-580
NEW YORK, NY 10179	CONTRACT TITLE: ENTERPRISE PAYMENT SOLUTION

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DTS-RFP-580 including any attachments or amendments thereto.

EFFECTIVE DATE: MAY 9, 2022

EXPIRES: MAY 8, 2023

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE 5-YEAR CONTRACT.

COMMODITY CODE(S): 94670

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DTS-RFP-580

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JESSICA RIGGINS

VENDOR TEL. NO.: (704) 615-8155

EMAIL ADDRESS: JESSICA.RIGGINS@JPMORGAN.COM

COUNTY CONTACT: KIM RUCKER (TREASURY)

COUNTY TEL. NO.: (703) 228-3187

COUNTY CONTACT EMAIL: KRUCKER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: May 6, 2022

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 21-DTS-RFP-580

THIS AGREEMENT is made, on 5/6/2022, between JPMorgan Chase Bank, National Association (“Contractor”), authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C– Contractor Account and Service Terms

Where the terms and provisions of this Agreement conflict from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is provide an Enterprise Payment Solution that shall interface and allow payments with various County applications. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on May 9, 2022 and must be completed no later than May 8, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from May 9, 2023 to May 8, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until May 8, 2023 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending on March 31 of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

Unless provided for in Exhibit B or C, the County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under

other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; and must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must promptly deliver copies of all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other

reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure directly resulting from the Contractor's (1) breach of this Contract, (2) negligence or (3) willful misconduct in performance of this Contract by the Contractor or any third party contractually bound to the Contractor for the performance of this Contract.. In no event shall Contractor be liable to the County for any damages caused by County's (1) breach of this Contract, (2) negligence or (3) willful misconduct. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

In no event shall Contractor's liability under this provision exceed two times (2x) the actual annual service fees collected over the previous twelve (12) months, or, in the case of an indemnification obligation under this provision prior to completion of twelve (12) months of service, the estimated fees paid to Contractor for the first twelve (12) months.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The County will give the Contractor prompt written notice of any such claim, which the Contractor will have the sole and complete authority to defend or settle. The County will provide information and reasonable assistance to the Contractor in its defense or settlement of the claim.

If the Contractor is directly notified by either the County or a third party of an actual or potential claim alleging infringement based on the Technology and/or Services, the Contractor may exercise its reasonable judgment with respect to any alleged future infringement and, at its option and expense, may: (i) obtain for the County the right to continue using the allegedly infringing Technology and/or Services; (ii) replace or modify the allegedly infringing Technology and/or Services so that they become non-infringing; or (iii) terminate the Technology and/or Services and refund to the County the portion of the fees in advance for the remainder of the current term.

The Contractor will have no obligation to indemnify the County for any liability arising out of any allegations or claims of infringement based on the Technology and/or Services to the extent the alleged infringement is premised on: (a) any customization, integration, enhancement, modification or add-on that is made to or used with the Technology and/or Services at County's request or provided by a party other than Contractor; (b) use of the Technology and/or Services other than in accordance with the terms of these Service Terms or the documentation that is provided to County that relates to the Technology; (c) use of a version of the Technology and/or Services no longer supported by the Contractor; or (d) use of the Technology and/or Services in combination with any hardware, software or other materials and/or services not supplied by Contractor where, absent such combination, the Technology and/or Services would not be infringing. In addition, the Contractor shall have no obligation to indemnify and hold harmless the County if the County agrees to settle any claim covered under this section without the prior written consent of the General Counsel of Bank, unless such requirement is expressly waived in writing by the Contractor.

23. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records and transactions, including income; personally identifiable information, including but not limited to, social security number; personal health information (PHI); personnel, educational, voting, registration, real and personal property holdings, tax status, payment and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract. County Information, however, excludes that which is publicly available, or which the Contractor obtained through legal means outside of and unrelated to the Contractor's relationship with the County as contemplated under this Agreement.

- (a) **Use of Data.** The Contractor will implement and maintain best efforts to prevent any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as

specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (b) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County high-level summaries of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of any SOC examinations (Type I or Type II or otherwise) provided by an outside firm, if applicable to the Work and to the extent they are generally available for client review.
- (c) **Security Requirements.** The Contractor must regularly update its anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment to align with industry best practices. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information align with the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee, unless such download is requested by regulatory directive or law enforcement order.
- (d) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (e) **Notification of Security Incidents.** Unless prohibited by a regulator or law enforcement order, the Contractor must notify the County Chief Information Officer and County Project Officer promptly, but not later than seventy-two (72) hours, after the confirmation of any

unintended access to or use or disclosure of County Information that could reasonably impact the County.

- (f) **Subcontractors**. If subcontractors are permitted under this Contract, Contractor assumes responsibility for any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees subcontractors.

24. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God or other act that is beyond the control of the party and that makes performance unreasonable or illegal, unless otherwise specified in the Contract.

27. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract, if any, for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

31. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

32. AMENDMENTS

Except as provided for in Exhibit C with respect to the various Contractor terms in Exhibit C, this Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

Except as provided for in Exhibit C with respect to the various Contractor terms in Exhibit C as those terms relate to overseas services, no claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. NOTICES

Unless otherwise provided in writing, all legal notices required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

JPMorgan Chase Bank, N.A.
Attn: Jessica Riggins
383 Madison Ave, Floor 22
New York, NY 10179
Phone: (704) 615 8155
Email: Jessica.riggins@jpmorgan.com

TO THE COUNTY:

Kim Rucker, Project Officer
Arlington County Treasury
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 201
Arlington, Virginia 22201
Phone: (703) 228-3187
Email: krucke@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

48. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

49. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are permitted to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000 per claim. If Contractor has limits per claim and/or aggregate that is higher than what is being required, the limits will increase to the highest available limits but no less than the \$1Million per claim.
- j. Cyber Liability - \$2,000,000 Per Occurrence.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be included as additional insureds on the commercial liability and business automobile liability policies as their interests pertain to this contract and the additional insured endorsement must be typed on the certificate.
- g. Cancellation – If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, The Contractor must notify the Purchasing Agent in a timely manner, not to exceed thirty (30) days, and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement for five years.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

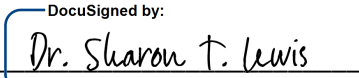
50. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: Dr. Sharon T. Lewis

NAME: Kathleen Bowe

TITLE: Purchasing Agent

TITLE: Authorized Officer

DATE: 5/6/2022

DATE: 5/6/2022

EXHIBIT A - Enterprise Payment Solution
Statement of Work (SOW)

The Contractor shall provide a payment system with a shopping cart experience that results in a single payment transaction that shall interface and allow payments with various County applications. This system shall be Payment Card Industry (PCI) compliant and support all major electronic payment services, providing enhanced customer experience. The solution being implemented shall be used to assist the Treasurer's Office and other County departments with online payments, accepting transactions through a personal computer (PC), mobile device or other physical machine that connects to the payment solution or via a Customer Service Representative interface ("CSR").

This solution shall provide a full range of e-payment services, including at minimum bill presentment, credit cards, debit cards, checking accounts (via one-time and recurring/installment ACH), mobile payments, Interactive Voice Response (IVR) and on-behalf-of (OBO) payments. This solution shall have the capability to charge a customer convenience fee at the time of payment.

The Contractor shall implement the Enterprise Payment Solution to meet the following primary objectives.

1. Improve Customer Service and User Interface Experience

The Treasurer's Office and County aim to enhance the user experience, for both customer and staff, by providing a "one-stop shop" for payments of all County-related goods and services, via an interface that is easy to navigate.

2. Enable Use of Mobile Technologies

The Treasurer's Office and County desire to enable the customers' use of mobile technologies through the implementation of convenient mobile payment options and easily accessible billing and payment history via a mobile responsive solution.

3. Improve System Processes and Integration with other Systems:

The Treasurer's Office and County seek to implement a payment solution that assists in the acceptance and documentation of payments while interfacing with multiple underlying receivable systems (refer to Attachment A) and bank accounts hosted by various Arlington County departments and the Treasurer's Office.

The CONTRACTOR shall provide services described in detail in the Specification, Attachment A. Below is the summary of the scope of work along with the description that will meet the County's above-mentioned objectives:

Scope of Work	Description of Work
Online Payments	<ul style="list-style-type: none"> • The Contractor shall provide a solution with multiple options for integration from fully-hosted User Interfaces (UIs) to a client hosted solution using tokenized payment Application Programming Interface (API) • The Contractor shall provide a solution that provides distinctive flexibility that leverages your style sheets, allowing the County to choose logos, fonts, interstitials, banners, specialized fields and more • The Contractor shall provide a solution that provides the following payment methods:

	<ul style="list-style-type: none"> ○ <u>Pay Now (Unregistered)</u>: Option that does not require registration or a logon and provides a way for our constituents to make a one-time payment quickly and easily ○ <u>Customer Portal (Registered)</u>: The enrolled customer experience (single sign-on, if desired) that provides robust billing, payment and user preference functionality via a highly secure self-service portal
Mobile Payments	<p>The Contractor shall provide mobile payment options that align with the County constituents' payment preferences</p> <ul style="list-style-type: none"> • Mobile Web with a responsive design optimizes the web experience for smartphones and tablets • Pay by Text service that allows our customers to opt-in to receive a text message with their current balance and due date
IVR Payments	<ul style="list-style-type: none"> • The Contractor shall provide a fully-integrated IVR payment channel with customized greetings and configurable flows • The CONTRACTOR shall provide a IVR system with voice prompts that are supported in English and Spanish
AutoPay/Recurring Payments	<p>The Contractor shall provide a system that will allow the County constituents to set up automatic recurring payments, choosing the frequency, notification preferences and method of payment from the options they define</p>
eBill Presentment	<p>The Contractor shall provide eBill offering that meets the County's business needs and engagement strategies that also maximize paperless adoption while lowering the cost of bill delivery and payment collection</p> <ul style="list-style-type: none"> • <u>Online Presentment</u>: The system shall have a responsive design that optimizes the web experience for County's constituents using PCs, laptops, smartphones and tablets and with a hosted user interface (UI). The solution shall send an email notification to customers with a link to view a new bill and pay the bill securely via the website. • <u>Secure PDF</u>: The system shall send an email to the County constituents with an attached PDF bill summary that displays the account number, amount due, due date, masked payment method and the field where the customers can enter the amount and make a payment all within the secure PDF attachment
In-Person Payments	<p>The Contractor shall provide over-the-counter payment options that are simple, single interface model for quick, seamless and secure payments</p> <ul style="list-style-type: none"> • <u>Point of Sale Devices</u>: The system shall support electronic devices that populate card information automatically into the Agent Dashboard using a fully encrypted process • <u>Kiosk</u>: The kiosk shall provide County constituents the option to pay in the lobby versus at the counter – saving valuable time for the staff and eliminating exposure to PCI data • <u>Retail Locations</u>: The CONTRACTOR shall provide walk-in services to make secure payments at well-known and conveniently located retail stores your customers already visit
Agent Dashboard/Reporting	<ul style="list-style-type: none"> • The Contractor shall provide a dynamic web-based tool that provides one-stop shop to the County Staff to perform a broad array of

	<p>business intelligence and customer care functions including Customer Care, Operations, Administration and Analytics to support our customers across all channels, pay types and methods</p> <ul style="list-style-type: none"> • The Contractor shall provide a powerful and comprehensive suite of reports that are available in real-time through the Agent Dashboard to simplify reconciliation; to view daily deposits at a glance with the number and dollar amount of deposits, number and dollar amount of returns and the net deposit amount; capture and share extensive telemetry on all activity in the platform (IVR, payments, accounts, users, admins, etc.) at both the singular and aggregate level
Security	The Contractor shall provide secure services that allow the County to avoid exposing the Staff to payment information and avoid PCI exposure across all phone and digital channels. The system shall follow all NACHA and PCI compliance rules and guidelines
Enterprise Communications Manager	The Contractor shall provide a solution with the ability to send a variety of automated messages to the County's constituents such as payment reminders, service changes and account updates.
Revenue Accounting	<ul style="list-style-type: none"> • The solution shall provide reports to County's various receivable systems and general ledger that shall allow reconciliation of payments, refunds and cancelled transactions recorded to receivables by department, account type and source of payment. • The solution shall provide revenue accounting and workflow reports that assist County Staff in reconciliation of accounts and provide daily activities to receivable systems and general ledger.
Interfaces with External Systems	The Contractor shall provide interfaces with various County department systems where some have payment systems and some do not. The interfaces are detailed in the RFP document – Attachment A Specifications V1

Implementation Plan

The Contractor has proposed the following Implementation Plan which will be used for the Enterprise Payment Solution project implementation for each phase. A phase may include single or multiple departments and the systems used. The schedule will depend on the Discovery Phase and may change for each phase.

Task Name	Duration (days)	Team	Notes
Kick-off Meeting	0.5	Client, JPMC, Paymentus	
Chase Paymentech Merchant Agreement Setup	10	Client	Send for review and signature
Discovery Phase			
Architectural design	10	Client, JPMC, Paymentus	Discuss strategy
Security/PCI	10	Client, JPMC, Paymentus	Discuss strategy
Requirements from the business	10	Client, JPMC, Paymentus	Discuss strategy
Review and sign-off needed			
FDD/Integration design document	20	Client, JPMC, Paymentus	Paymentus forwards after discovery is completed
Click through of Paymentus screens	20	Client, JPMC, Paymentus	Paymentus forwards after discovery is completed
IVR flow	20	Client, JPMC, Paymentus	Paymentus forwards after discovery is completed
System error messages	20	Client, JPMC, Paymentus	Paymentus forwards after discovery is completed
Web copy	20	Client, JPMC, Paymentus	Paymentus forwards after discovery is completed
Implementation data gathering (Requirements)			
Gather details on Posting File structure	5	Client, JPMC, Paymentus	Receive approval on the Posting File layout and sample currently used by Client
Gather details on Customer Information File (CIF)	Frequency	Client	Receive approval on the CIF layout and sample currently used by Client
Gather details on any real-time services	3	Client	Receive direction by Client
Share SFTP info (IP)	1	Paymentus	Paymentus forwards the SFTP instructions
IVR - Review and confirm voice prompts	2	Client, JPMC, Paymentus	Receive approval on the IVR flow layout and sample currently used by Client
Web - Review and confirm flow/wording	2	Client, JPMC, Paymentus	Paymentus forwards web script to Client
Implementation checklist/User-group setup	0.5	Client, JPMC, Paymentus	Paymentus forwards checklist to Client
Data transfer	TBD	Client, Paymentus	Discuss strategy
Other requirements	TBD	Client, Paymentus	Discuss strategy
Setup of service in QA environment			
Record and setup voice files per requirements	5	Paymentus	
Configure and customize Posting File	5	Paymentus	
CIF setup or real-time validation	10	Paymentus	

Create QA system with the above configuration	1	Paymentus	
Customize wording/content on webpages	0.5	Paymentus	
Other requirements	TBD		
Date/time of the following will be adjusted			
User Acceptance Testing			
Create test environment	TBD	Paymentus Test Team	
Deliver CIF to Paymentus via SFTP	TBD	Paymentus Test Team, Client	
Send generated Posting File to Client	TBD	Paymentus Test Team, Client	
Client validates generated Posting File	TBD	Paymentus Test Team	
SFTP mechanism for data exchange			
Setup Client IP for SFTP	TBD	Paymentus Operations	
Connectivity tests with Client	TBD	Paymentus Operations	
Train the trainer training	TBD	Paymentus	
Finalize location of web link on Client site	TBD	Client, JPMC, Paymentus	
Customer communication strategy discussion	TBD	Client, JPMC, Paymentus	
Finalize launch date	TBD	Client, JPMC, Paymentus	
Promote setup of service to Production	TBD	Paymentus	

Deliverables

The following deliverables are due as part of the implementation of the Enterprise Payment Solution:

Item	Description	Document/Activity	Due Date	Assigned To
Kick-Off Meeting	Kick-Off Meeting shall be organized by the CONTRACTOR and include CONTRACTOR and County Teams.	Meeting	10 business days from the date contract is signed. Subsequent Kick-off meetings will be scheduled before the start of each phase.	Contractor
Project Management Plan	The CONTRACTOR shall provide the Project Management Plan in a joint effort with the County and with sign off by the County	Document	10 business days from the Kick-off meeting	Contractor
Business requirement definition for each phase and specifications with sign-off by all teams	The Business Requirements definition will be a joint effort between the CONTRACTOR and the County.	Document	1 business day after the close of the Requirements Gathering sessions	Contractor
Detailed implementation schedule for each phase developed based on above with sign-off by all teams	The implementation schedule shall include the project timelines and deliverables for each phase. It will also include the departments and systems to be included in each phase.	Document	As per the Project Management Plan	Contractor
Setup of funds settlement framework	The setup of funds settlement framework shall be a joint effort between the CONTRACTOR and the County.		As per the Project Management Plan	Contractor
Migration planning to understand the data to migrate and devise a schedule	Migration of data and its schedule shall be planned by the CONTRACTOR in joint effort with the County.	Document/Activity	As per the Project Management Plan	Contractor
Integration with your billing system(s) and other third party systems as required	The integration shall be done by the CONTRACTOR based on the technical and business requirements provided by the County.	Activity	As per the Project Management Plan	Contractor
Incorporate your rules and permissions for staff and payers	The CONTRACTOR shall work with the County to document and incorporate the rules and permissions for staff and payers.	Document/Activity	As per the Project Management Plan	Contractor
Test using a live pre-production UAT system with sign-off by the County	The CONTRACTOR shall provide a Testing Plan and work with the County to complete the testing of system configuration. The Testing Plan shall be a joint effort between the CONTRACTOR Training Coordinator and the County Subject Matter Experts.	Document/Activity	As per the Project Management Plan and Testing Plan	Contractor
Define training approach and identify staff administrators and users	The Training Plan shall be a joint effort between the CONTRACTOR Training Coordinator and the County.	Document/Activity	As per the Project Management Plan and Training Plan	Contractor
Launch planning	Go-Live/Launch planning shall be a joint effort between the CONTRACTOR and the County	Document/Activity	As per the Project Management Plan	Contractor
Post-Launch monitoring	The CONTRACTOR shall provide post-launch monitoring as per the	Activity	As per the Project Management Plan	Contractor

	proposed schedule and activities by the County			
Maintenance Support	Maintenance Support shall be provided by the CONTRACTOR as proposed by the CONTRACTOR and agreed by the County	Activity	As per the Maintenance Support agreement agreed upon and signed by the County	Contractor
On-going support	On-going support shall be provided by the CONTRACTOR as proposed by the CONTRACTOR and agreed by the County	Activity	As per the On-going Support agreement agreed upon and signed by the County	Contractor

Team Structures

The following team structure and resources have been identified and proposed by the Contractor:

Team Role	Team	Resource Name
Relationship Manager	JP Morgan	Kathleen Bowe
Treasury Management Officer	JP Morgan	Jessica Riggins
Client Service Associate	JP Morgan	Alex Pissano
Program Manager	JP Morgan	Jim Rowe
Implementation Project Manager	JP Morgan	Elizabeth Martinez
Account Manager	Paymentus	Heidi Meinhardt

Following is the proposed County team structure and resources, which may change as the need arises:

Team Role	Department	Team	Resources
Sponsor	Office of Treasurer	Project Sponsors	Treasurer
Sponsor	Department of Technology Services	Project Sponsors	Chief Information Officer
Core Project Team Member	Office of Treasurer	Core Project Team	Chief Deputy Treasurer
Core Project Team Member	Office of Treasurer	Core Project Team	Deputy Treasurer/Assistant Deputy Treasurer for Operations
Core Project Team Member	Office of Treasurer	Core Project Team	Deputy Treasurer for Technology
Core Project Team Member	Department of Technology Services	Core Project Team	DTS Division Chief
Core Project Team Member	Department of Technology Services	Core Project Team	DTS Program Manager
Core Project Team Member	Department of Technology Services	Core Project Team	PMO Manager
County Project Manager	Department of Technology Services	Core Project Team	DTS Project Manager

The County will also identify and provide Subject Matter Experts (SMEs) as needed for each phase during the implementation.

Paymentus

Delivered to	Arlington County, VA
Date	4/13/22

Digital Bill Payment Solution

Powered by Paymentus Instant Payment Network (IPN™)

(Checkbox indicates service/feature is included)

<input checked="" type="checkbox"/>	Online Quick Pay Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.	<input checked="" type="checkbox"/>	Agent Dashboard/Staff Portal Single point of access to view real-time transactions and analytics, manage notifications, take payments and more.
<input checked="" type="checkbox"/>	Customer Portal Full service portal for registered users to make payments, link account(s) for multi-pay and manage wallets, preferences and recurring payments. Hosted, IFrame, API and SSO options.	<input checked="" type="checkbox"/>	Payment Processing Services Level-1 PCI and NACHA compliant. Secure real-time data with streamlined funding, next day deposits, and simplified reconciliation for all payment types and channels. Option to aggregate bank and third party payments.
<input checked="" type="checkbox"/>	IVR/Automated Phone Payments Multilingual Interactive Voice Response allows customers to hear their balance and make payments quickly and easily.	<input checked="" type="checkbox"/>	eBills & Paper Suppression Opt in/out of paper bill. Bill notifications and bill image support Includes an option for secure PDF sent via email.
<input checked="" type="checkbox"/>	Pay-by-Text Automated interactions via text to make payments in a secure environment.	<input checked="" type="checkbox"/>	Secure Service® Payments Patented technology for CSRs to capture payments in a PCI compliant session.
<input checked="" type="checkbox"/>	Outbound Customer Notifications Deliver reminders and other critical notifications by email, text and phone.	<input checked="" type="checkbox"/>	Advanced payment offerings with Digital Wallets PayPal, PayPal Credit, Venmo, Google, Apple and Amazon Pay payment options.
<input checked="" type="checkbox"/>	ChatBot Payments & Information Artificial intelligence and machine learning improves the speed and quality of FAQ and payment interactions.	<input checked="" type="checkbox"/>	Payments at Retail Locations Customers can pay their bill at a growing list of stores (Walmart, etc).

Paymentus

J.P. Morgan and Paymentus pride themselves on offering the only holistic and simplified pricing model in the industry that will replace all fees you could be charged by legacy solutions and layered integrations with a simple convenience fee for all transactions and no other fees or charges anywhere. The County will not be charged additional fees for gateways, authorizations, assessments, basis points, or any hidden fees and items often plaguing the payment processing industry today (PCI fees, statement fees, NACHA validation fees, AVS, CVV, etc.). Paymentus has built the only reporting solution and reconciliation solution fully unified with the technology solutions the County needs.

Our pricing is inclusive of costs for all parts of our solution including the following:

- ✓ Technology payment pages for any and all integration options
- ✓ Ebilling and notification costs
- ✓ Gateway fees – our direct integration removes the need for hidden gateways and removes troubleshooting and problematic transactions
- ✓ Compliance and regulatory management
- ✓ Interchange and all assessments and authorizations at cost with zero markup above fees disclosed below
- ✓ Support and annual services
- ✓ Integrations to billing systems
- ✓ Accounting of all convenience fee models to remove unnecessary billing. JPMC & Paymentus bill the citizen directly for the fee, removing the need for the County to receive any billing from Paymentus or J.P. Morgan
- ✓ Training and marketing services

PRICING DESCRIPTION & MODEL: County Wide Convenience Fee with full billing and accounting direct to citizen for simplified remittance of funds and reconciliation.	
Setup Fees	\$0.00
Software Costs	\$0.00
Integration Costs	\$0.00
Annual Subscription Fees or Support Fees	\$0.00
Gateway Fees/NACHA/PCI Compliance Fees	\$0.00
Refund / Cancellation Fees	\$0.00
Transaction Fees for Credit Cards/Debit/Digital Wallets	2.35%
Transaction Fees for eChecks/ACH (One-time and Recurring) including EWS and validation services which are a NACHA requirement that most vendors are not including in their fees	\$0.40

- Chargebacks and returned checks will be billed at \$5.95 each
- Includes Validation services for EWS and NACHA Compliance
- Maximum amount per payment is \$100,000. Multiple payments can be made.

Paymentus

Additional Incentives

Credit for Replacement Equipment

To show our commitment and strong desire to expand our relationship with the County, J.P. Morgan will provide up to **\$60,000 for new point of sale card readers**. If the County needs to replace its existing card readers or add kiosks, we expect that this credit will fully offset those costs.

Optional Hardware	
Kiosk	\$2,200.00 per month + the cost of processing
Point of Sale Machines*:	
INGENICO™ Lane 3000 Standard Terminal	\$430.00
INGENICO™ Lane 5000 Standard Terminal	\$430.00
INGENICO™ Link 2500i “Integration”	\$430.00
INGENICO™ Move5000 Bt/WiFi/4G Terminal	\$430.00

*PCI compliant card readers



Earnings Credit Rate

We understand that the County intends to fully pass through the transaction costs in the form of a convenience fee to your customers. However, should the County choose to absorb any or all of the cost, all account and transaction processing fees can be charged on account analysis, including all merchant and ACH eCheck processing fees. **We will offer the County a competitive earnings credit rate (ECR) of 42 basis points (0.42%) with no balance based charges.** This ECR is a managed rate. As interest rates change, J.P. Morgan will adjust Arlington County’s ECR accordingly to remain competitive. The earnings that you will receive, at a rate of 42 basis points, will be used to pay for any fees that you choose to absorb.



EXHIBIT C

J.P.Morgan

Commercial Banking

Paymentus Electronic Billing and Payment Service Terms

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1. These Service Terms

1.1 Understanding these Service Terms

- a) These Paymentus Electronic Billing and Payment Service Terms (including the Submitter Merchant Processing Instructions and Guidelines and all other schedules attached hereto, these "Service Terms"):
 - Relate to your Global Account Terms or Core Account and Service Terms, as applicable (including any addendathereto, the "Account Terms")
 - Apply only to our Paymentus Electronic Billing and Payment Service (this "Service"), and is effective on the date that you start using this Service.
- b) By using this Service, you also agree to the terms with Paymentech, LLC (also known as Chase Merchant Services, "CMS"), for itself and on behalf of JPMorgan Chase Bank, N.A., set forth in the Submitter Merchant Processing Exhibit A.
- c) If there is any conflict between the terms stated herein and the Submitter Merchant Guidelines as relates to the submerchant account, the terms of the Submitter Merchant Guidelines shall govern.
- d) If there is any conflict between the terms stated herein and the Account Terms, the terms stated herein shall govern.
- e) Capitalized terms are defined in the Account Terms or in these Service Terms.

1.2 Our Relationship with Paymentus

- a) We use Paymentus Corporation ("Paymentus") as our primary application service provider to provide this Service to you.

2. Using this Service

2.1 Scope of Services

- a) This Service will provide you with the:
 - ability to present bills and receive payments from your Users electronically
 - ability to provide your Users information to receive billing notifications, reminders, secure electronic billing and electronic client payment options, and
 - other services described in Schedule 1 of these Service Terms.

3. Payment Processing

3.1 Integration with your Billing System

- a) Paymentus will develop and maintain real-time interface to interact with your billing systems.

3.2 Authorizing Transactions

- a) Paymentus will:
 - confirm the dollar amount of all Payments, and when paid by the User, the corresponding fee to be charged
 - electronically obtain the User's approval of the charges prior to initiating a payment authorizations transaction, and
 - provide you with an electronic confirmation of all transactions and transaction reports.

3.3 Your Settlement Account

- a) You will designate a Settlement Account with us, which will be governed by your Account Terms and the applicable provisions of the Submitter Merchant Guidelines.

3.4 ACH Processing

- a) Paymentus will initiate ACH debit entries to the accounts of Users who choose to pay using ACH transactions.
- b) We will not be responsible for any delays in receipt of funds or errors in Account entries caused by you, your Users or any other third party.
- c) In preparing and transmitting ACH debit entries, we:
 - can rely on all information and data for any User provided to Paymentus through the Paymentus System, and will not be responsible for the inaccuracy of such information and data.

4. Fees and Other Amounts

4.1 Service Fees

- a) A schedule of the Service Fees is attached as Schedule 2 to these Service Terms.

5. Other Requirements

5.1 Your Responsibilities

- a) You agree that you will:
 - enter into all applicable merchant card or cash management agreements
 - provide the file format specification you currently use to post your payments to the billing system
 - provide Paymentus the information required to integrate with your billing system,
 - cooperate with Paymentus when it changes its settlement and invoicing processes, and
- b) You agree to present this Service to your Users as a payment method option wherever you usually communicate your payment method options, including by:
 - bills, invoices and other notices
 - providing IVR and Web payment details on your website, agreed prominent place
 - your general IVR/Phone system, and
 - other channels of your choice.

5.2 Withdrawal of Access/Suspension of Service

- a) You will immediately notify us if you revoke enrollment of any User, or suspend any User or any User's access to this Service.

5.3 Intellectual Property

- b) To allow you to promote this Service and Paymentus' role, you may use Paymentus' logo and other service marks ("Paymentus Marks") for such purpose only.
- c) You do not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the Paymentus System) or other intellectual property right of Paymentus ("Paymentus Intellectual Property").
- d) All Paymentus Marks, Paymentus Intellectual Property, and the Paymentus System, and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

5.4 After Termination

- a) Upon termination of these Service Terms:
 - you agree to cooperate with us to ensure that all Payments are accounted for and all refundable transactions have been completed, and
 - we can immediately stop providing this Service to you.

6. Definitions

- "IVR" Interactive Voice Response System.
- "Payment" payments made by Users to you for your services, bills, or other amounts owed to you.
- "Payment Amount" the amount Users pay to you.
- "Paymentus System" the platform through which Payments can be made, which includes IVR or secure Internet interface provided at Paymentus' website or other websites that are part of Paymentus' Instant Payment Network.
- "User" a person making a Payment through the Paymentus System.
- "We, our, and us" JPMorgan Chase Bank, N.A., and solely to the extent we are using Paymentus to provide this Service to you under these Service Terms.
- "You, your, and yours" Our customer acting individually or in another capacity and uses this Service.

Schedule 1

Services Schedule

Paymentus

Delivered to	Arlington County, VA
Date	4/13/22

Digital Bill Payment Solution

Powered by Paymentus Instant Payment Network (IPN™)

(Checkbox indicates service/feature is included)

<input checked="" type="checkbox"/>	Online Quick Pay Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.	<input checked="" type="checkbox"/>	Agent Dashboard/Staff Portal Single point of access to view real-time transactions and analytics, manage notifications, take payments and more.
<input checked="" type="checkbox"/>	Customer Portal Full service portal for registered users to make payments, link account(s) for multi-pay and manage wallets, preferences and recurring payments. Hosted, IFrame, API and SSO options.	<input checked="" type="checkbox"/>	Payment Processing Services Level-1 PCI and NACHA compliant. Secure real-time data with streamlined funding, next day deposits, and simplified reconciliation for all payment types and channels. Option to aggregate bank and third party payments.
<input checked="" type="checkbox"/>	IVR/Automated Phone Payments Multilingual Interactive Voice Response allows customers to hear their balance and make payments quickly and easily.	<input checked="" type="checkbox"/>	eBills & Paper Suppression Opt in/out of paper bill. Bill notifications and bill image support Includes an option for secure PDF sent via email.
<input checked="" type="checkbox"/>	Pay-by-Text Automated interactions via text to make payments in a secure environment.	<input checked="" type="checkbox"/>	Secure Service® Payments Patented technology for CSRs to capture payments in a PCI compliant session.
<input checked="" type="checkbox"/>	Outbound Customer Notifications Deliver reminders and other critical notifications by email, text and phone.	<input checked="" type="checkbox"/>	Advanced payment offerings with Digital Wallets PayPal, PayPal Credit, Venmo, Google, Apple and Amazon Pay payment options.
<input checked="" type="checkbox"/>	ChatBot Payments & Information Artificial intelligence and machine learning improves the speed and quality of FAQ and payment interactions.	<input checked="" type="checkbox"/>	Payments at Retail Locations Customers can pay their bill at a growing list of stores (Walmart, etc).

Schedule 2

Fee Schedule

Paymentus

J.P. Morgan and Paymentus pride themselves on offering the only holistic and simplified pricing model in the industry that will replace all fees you could be charged by legacy solutions and layered integrations with a simple convenience fee for all transactions and no other fees or charges anywhere. The County will not be charged additional fees for gateways, authorizations, assessments, basis points, or any hidden fees and items often plaguing the payment processing industry today (PCI fees, statement fees, NACHA validation fees, AVS, CVV, etc.). Paymentus has built the only reporting solution and reconciliation solution fully unified with the technology solutions the County needs.

Our pricing is inclusive of costs for all parts of our solution including the following:

- ✓ Technology payment pages for any and all integration options
- ✓ Ebilling and notification costs
- ✓ Gateway fees – our direct integration removes the need for hidden gateways and removes troubleshooting and problematic transactions
- ✓ Compliance and regulatory management
- ✓ Interchange and all assessments and authorizations at cost with zero markup above fees disclosed below
- ✓ Support and annual services
- ✓ Integrations to billing systems
- ✓ Accounting of all convenience fee models to remove unnecessary billing. JPMC & Paymentus bill the citizen directly for the fee, removing the need for the County to receive any billing from Paymentus or J.P. Morgan
- ✓ Training and marketing services

PRICING DESCRIPTION & MODEL: County Wide Convenience Fee with full billing and accounting direct to citizen for simplified remittance of funds and reconciliation.	
Setup Fees	\$0.00
Software Costs	\$0.00
Integration Costs	\$0.00
Annual Subscription Fees or Support Fees	\$0.00
Gateway Fees/NACHA/PCI Compliance Fees	\$0.00
Refund / Cancellation Fees	\$0.00
Transaction Fees for Credit Cards/Debit/Digital Wallets	2.35%
Transaction Fees for eChecks/ACH (One-time and Recurring) including EWS and validation services which are a NACHA requirement that most vendors are not including in their fees	\$0.40

- Chargebacks and returned checks will be billed at \$5.95 each
- Includes Validation services for EWS and NACHA Compliance
- Maximum amount per payment is \$100,000. Multiple payments can be made.

Paymentus

Additional Incentives

Credit for Replacement Equipment

To show our commitment and strong desire to expand our relationship with the County, J.P. Morgan will provide up to **\$60,000 for new point of sale card readers**. If the County needs to replace its existing card readers or add kiosks, we expect that this credit will fully offset those costs.

Optional Hardware	
Kiosk	\$2,200.00 per month + the cost of processing
Point of Sale Machines*:	
INGENICO™ Lane 3000 Standard Terminal	\$430.00
INGENICO™ Lane 5000 Standard Terminal	\$430.00
INGENICO™ Link 2500i "Integration"	\$430.00
INGENICO™ Move5000 Bt/WiFi/4G Terminal	\$430.00

*PCI compliant card readers



Earnings Credit Rate

We understand that the County intends to fully pass through the transaction costs in the form of a convenience fee to your customers. However, should the County choose to absorb any or all of the cost, all account and transaction processing fees can be charged on account analysis, including all merchant and ACH eCheck processing fees. **We will offer the County a competitive earnings credit rate (ECR) of 42 basis points (0.42%) with no balance based charges.** This ECR is a managed rate. As interest rates change, J.P. Morgan will adjust Arlington County's ECR accordingly to remain competitive. The earnings that you will receive, at a rate of 42 basis points, will be used to pay for any fees that you choose to absorb.

Exhibit A

Submitter Merchant Processing Instructions and Guidelines



**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES
PAYMENTUS ELECTRONIC BILLING AND PAYMENT SERVICE**

These Submitter Merchant Payment Processing Instructions and Guidelines set forth the terms and conditions under which Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, “our” or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Submitter” or “Chase”), will provide the merchant signing below (“you” or “Merchant”) with payment processing services and enable you to utilize the Paymentus Electronic Billing and Payment Service pursuant to your Paymentus Service Terms with Chase. These Service Terms supplement the account terms (“Account Terms”) governing your deposit accounts with Chase, and such Account Terms continue to apply, as amended by these Service Terms.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this Agreement contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that you know to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’ processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the **Settlement Account**) You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts.
- (d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement

Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation

of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and, (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that: (i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter; (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter; (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter; and, (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The National Automated Clearing House Association (“NACHA”) Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ACH Transactions. You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as the term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g. an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI” as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and, (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) You represent to us that you do not have access to any Account Information (such as the Customer’s primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by CMS or Submitter, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules or applicable law and you will comply with all applicable Network Rules and Security Standards. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions or Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS within 72 hours, or such shorter time as may be required by the Network Rules and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event. You agree to pay for the costs and expenses related to any forensic examination required by Network Rules.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this Agreement where required under applicable law. CMS may, in accordance with applicable law and from

time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Confidentiality of SOC-1; Letter of Compliance.

The following information shall be deemed the confidential information of CMS: (i) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by CMS; (ii) any attestation of compliance or similar letter or report provided by CMS with respect to its compliance with the Security Standards. You will not disclose, transmit or otherwise disseminate in any manner whatsoever any such confidential information provided by CMS to any third party.

9. Definitions.

- (a) “**Account Information**” is information related to a Customer or the Customer’s card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer’s Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) “**ACH**” means Automated Clearing House.
- (c) “**ACH Transaction**” means your Transactions using ECP that utilize the ACH network, including, without limitation, those with Standard Entry Class codes ARC, TEL and WEB.
- (d) “**Card**” means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (e) “**Chargeback**” is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (f) “**Convenience Fee**” is a charge to a Customer for the convenience of using the payment channel offered by Merchant through Submitter.
- (g) “**Customer**” is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (h) “**Data Compromise Event**” means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) “**ECP**” means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (j) “**Network**” is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes: (i) NACHA with respect to ACH Transactions, and (ii) any other network or clearing house over which any ECP Transactions may be processed.
- (k) “**Network Rules**” are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) “**Refund**” means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) “**Return**” means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (n) “**Security Standards**” are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Policy, MasterCard’s Site Data Protection Program, MasterCard’s POS Terminal Security program and the

Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

- (o) **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (p) **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you agree to comply with the foregoing terms.

Agreed and Accepted by:

MERCHANT LEGAL NAME (Print or Type)

Legal Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

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

By: _____

Print Name: _____

Title: _____

Address: 8181 Communications Pkwy, Plano, TX 75024

Date: _____