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CHASE Paymentech

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Tyler Technologies, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Tyler Technologies, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Tyler Technologies, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.
By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Tyler Technologies, Inc. service. We understand and acknowledge that you have contracted with Tyler Technologies, Inc. to obtain Card processing services on your behalf and that Tyler Technologies, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.
The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  (1) Accept ***all*** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  (2) Accept ***only*** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  (3) Accept ***only*** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Tyler Technologies, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
  (2) An authorization/approval code was required and not obtained;

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(3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. ***Data Security and Privacy***

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

5. ***Funding Schedule***

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: **First Financial Bank**

ABA No.: **111301122**

Account No.: **93110004012**

Account Name: **Wise County Credit Card Account**

Reference: ____

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6. Definitions

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

"***Card***" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

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

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

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

"***Payment Brand***" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

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

"***Card Information***" is information related to a Customer or the Customer's Card, that is obtained by you or Tyler Technologies, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

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

"***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

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

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

Agreed and Accepted by:

Wise County
MERCHANT LEGAL NAME (Print or Type)

207 North Church St., Decatur, Texas 76234
Address (Print or Type)

By (authorized signature)

County Judge, Wise County
By, Name, Title (Print or Type)

October 7, 2014
Date

Agreed and Accepted by:

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

DocuSigned by:
By: David Miller
46F69CF2FACF42E...

Print Name: David Miller

Title: Managing Director of Credit

Date: October 20, 2014

Address: 4 Northeastern Boulevard, Salem, NH 03079

Rev 05/12

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CHASE Paymentech

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Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

▶ 1 COMPANY INFORMATION

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

COMPANY LEGAL NAME:	Wise County	TAXPAYER ID	75-6001203
REGISTERED TRADE NAME		YEAR BUSINESS STARTED	
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)	207 North Church St.		
CITY	Decatur	STATE	Tx.
ZIP CODE	76234		
PRIMARY CONTACT	Katherine Hudson	TELEPHONE #	940-627-3540

TYPE OF ENTITY

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC* ☒ OTHER: Government

TYPE OF OWNERSHIP:
☐ PUBLIC ☐ PRIVATE ☐ NON PROFIT

* IF LLC, TAXED AS: ☐ DISREGARDED ENTITY ☐ CORPORATION ☐ PARTNERSHIP

STATE OF FORMATION	Texas	DATE OF FORMATION (MM/DD/YYYY)	

▶ 2 OWNERS

OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST. ATTACH ADDITIONAL SHEETS, IF NECESSARY, ALONG WITH SIGNATURES OF ANY OWNER WHO IS AN INDIVIDUAL.

NAME	Wise County/Sherry Lemon	SOCIAL SECURITY OR TAX ID NUMBER	75-6001203	BIRTHDATE OR DATE OF INCORPORATION	1856
STREET ADDRESS	200 North Trinity			TELEPHONE NUMBER	(940) 627-3351
CITY	Decatur	STATE	Tx.	ZIP CODE	76234
SIGNATURE				PERCENT OWNERSHIP	N/A %

NAME		SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
SIGNATURE				PERCENT OWNERSHIP	%

▶ 3 CERTIFICATION

I, the undersigned, being an officer/principal of Wise County represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation.

SIGNATURE	Katherine Hudson	DATE	10-6-14
NAME (please print)	Katherine Hudson	TITLE (please print)	(940) 627-3351

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Tyler Technologies, Inc.

***Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.**