

**Amendment No. 3 to Electronic Transaction Processing Agreement
Between Official Payments Corporation
And Wise County, TX**

This Amendment No. 3 ("Amendment") is agreed to by and between Wise County, TX ("Agency") and Official Payments Corporation ("OPC"), and is made a part of the Electronic Transaction Processing Agreement between the parties dated as of January 9, 2012 ("Agreement"). This Amendment is effective as of May 1, 2015 ("Amendment Effective Date"). For avoidance of doubt, the parties agree that this current Amendment 3 replaces the document entitled "Amendment 3" previously executed by the parties and the previous Amendment 3 is null and void. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning as those used in the Agreement and incorporated by reference; the term "Client" as used herein shall refer to the other party to the Agreement, regardless of whether the Agreement referred to that entity as "Agency", "Customer," or "University" or any other term. "Customer" as used herein shall refer to the person or entity making the payment (hereinafter "Payment"), regardless of whether the Agreement referred to that person or entity as "Patron" or any other term. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. Wherever the word "convenience fee" or "Convenience Fee" appears in the Agreement, the same shall be replaced with the word "service fee" or "Service Fee", as applicable.

2. As of the Amendment Effective Date, the following new Definitions are incorporated into the Agreement

"Delivered" or "Delivery" means the date upon which Services are ready for testing by Customer.

"Production Use" means any use of the Services resulting in actual data being processed in a live production environment.

3. To the extent a fee schedule (regardless of whether that term refers to a "Pricing" schedule or any other similar term for schedule or exhibit or section within the Agreement listing OPC's fees (hereinafter "Service Schedule or Fee Schedule") replaces such Schedule with the attached amended Schedule setting forth the Service Fees effective as of the Amendment Effective Date.

4. OPC's notice addresses in Section 14.6 are deleted and replaced with the following:

Notices to OPC shall be sent to:

Chief Executive Officer
Official Payments Corporation
705 Westech Drive
Norcross, GA 30092

With a copy to:

General Counsel, same address

Any change to this Amendment by or at the direction of Client, following Official Payment's signature hereof and prior to receipt by Official Payments of a fully-executed identical copy hereof, which is not expressly ratified by Official Payments in writing within three (3) calendar days of the date of Official Payment's signature shown below, shall render this Amendment null and void ab initio and Official Payments shall be relieved automatically of all obligations hereunder.

In all other respects, the Agreement remains unchanged.

AGREED AND ACCEPTED

Official Payments Corporation

By: _____

Name: Eric Labiak

Title: SVP Sales

Date: 1/18/16



AGREED AND ACCEPTED

Wise County

By: _____

Name: JD Clark

Title: County Judge

Date: 2-29-16

SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the Fee Schedule, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPC's Bill Payment Services for all transactions in the channel contracted for.

- Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.
- Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.
- MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.
- Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.
- IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

FEE SCHEDULE

1. **Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law.
2. **Implementation Fees.** Implementation Fees are due and payable within thirty (30) days of the Effective Date of this Agreement. When waived with fee reference, Implementation Fees will be due and payable if Client has not begun Production Use of the Official Payments Services within one hundred eighty (180) days of the Effective Date of this Agreement. When waived without fee reference, Official Payments will not bill for Implementations Fees.
3. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
 - 3.1 **Monthly Minimums.** Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner.
 - 3.2 **Annual Minimums.** Annual minimums will begin upon Production Use of the Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Fee Schedule and payable January 31st of each calendar year.

A. Implementation Fees

Waived

B. Minimum Fees

\$13,000/Annually

C. Electronic Check ("eCheck") Fees

N/A

Service Fees to be charged to Customer by Official Payments:

\$ N/A less than or equal to \$N/A

\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

Fees to be charged to Client by Official Payments:

Absorbed Fees:

\$ N/A less than or equal to \$N/A

\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

Return Fee:

N/A

D. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

\$5.95 per Payment Transaction, when credit or debit cards are used for the following Payment Types:

JP Pct #1 Citations; JP Pct #2 Citations; JP Pct #3 Citations; JP Pct #4 Citations; Adult Probation Payments; County Attorney Payments; County Clerk Misdemeanor Payments; District Attorney Payments; District Clerk Payments

Absorbed Fees to be charged to Client by Official Payments:

N/A

E. MoneyGram

N/A

F. Point-of-Sale (POS)

Service Fees: Same as Credit/Debit Card Fee Schedule above.

Absorbed Fees: N/A

G. IVR (Interactive Voice Response)

\$5.95 per Payment Transaction, when credit or debit cards are used for the following Payment Types:

JP Pct #1 Citations; JP Pct #2 Citations; JP Pct #3 Citations; JP Pct #4 Citations; County Attorney Payments; County Clerk Misdemeanor Payments; District Attorney Payments; District Clerk Payments

An IVR service charge of \$ 0.00 to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2016-6007

Official Payments Corporation, incorporated in Delaware
Elkhorn, NE United States

Date Filed:
01/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County, TX

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Amendment 3

Amendment 3 to the Electronic Transaction Processing Agreement between the parties dated as of January 9, 2012. Official Payments to provide electronic payment processing on behalf of Wise County.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ACI Worldwide, Corp	Elkhorn, NE United States	X	
Byrnes, Dennis	Elkhorn, NE United States	X	
Behrens, Scott	Elkhorn, NE United States	X	
Treece, Kara	Elkhorn, NE United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CHERYL BITZER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/27/2017



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SUP, SALES, this the 1st day of February, 2016, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Cheryl Bitzer

Printed name of officer administering oath

Title of officer administering oath

