

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and The City of Gillette, Wyoming ("Subscriber"), whose principal place of business is located at 201 East 5th Street – Attn: Finance Department Gillette, Wyoming 82717 on this date the 31st day of May, 2013. (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

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

6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.

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

Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

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

10. **INDEMNIFICATION.** To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.
11. **NOTICES.** Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC
2000 N 14th St., Suite 600
Arlington, VA 22201

Subscriber:

The City of Gillette, Wyoming
201 East 5th Street – Attn: Finance Department
Gillette, Wyoming 82717

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

12. **ENTIRE AGREEMENT.** This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.
13. **MODIFICATION.** This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
14. **HEADINGS AND SUBSECTIONS.** Section headings are provided for convenience of reference and do not constitute part of this Agreement.

15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.
18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venturer with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Wyoming. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the Commonwealth of Wyoming (or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.
21. **FEES.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

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

Subscriber:

By: _____
Name: _____
Title: _____

Govolution

By: _____
Name: _____
Title: _____

PRICING SCHEDULE – ATTACHMENT 1

NON-SERVICE FEE MODELS (NON-CONVENIENCE FEE MODEL)

The following pricing models are offered to the Client for Non-Service fee (Non-Convenience Fee) applications. This model assumes that the individual Client agency, department or entity will not be passing along a Service fee to payers, and will be absorbing the cost of payment-related services.

SOFTWARE LICENSE FEE FOR NON-SERVICE FEE DEPLOYMENTS

Velocity Payment System SM Enterprise License Fee ⁽¹⁾	<i>Waived</i>
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VELOCITY IMPLEMENTATION FEES FOR NON-SERVICE FEE/NON-CONVENIENCE FEE DEPLOYMENTS

Velocity Product	Setup Fee per Deployment	Monthly Gateway Fee per Deployment	Per Transaction Gateway Fee
Online Reporting	<i>Waived</i>	<i>Waived</i>	<i>Not Applicable</i>
Online User Administration	<i>Waived</i>	<i>Waived</i>	<i>Not Applicable</i>
Automated Batch Data Export	<i>Waived</i>	<i>Waived</i>	<i>Not Applicable</i>
Risk Management & Audit Reporting	<i>Waived</i>	<i>Waived</i>	<i>Not Applicable</i>
Mobile Phone Payments	<i>Waived</i>	<i>Waived</i>	<i>Not Applicable</i>
Virtual Terminal (No Setup fee charged for Virtual Terminal applications deployed with other modules)	\$125.00	\$19.95	\$0.10
Virtual Terminal with Customer Profiles	\$250.00	\$29.95	\$0.10
Integrated Web Payments	\$350.00	\$35.00	\$0.10
Basic Bill Presentment ⁽¹⁾	\$500.00	\$50.00	\$0.10
Advanced Bill Presentment ⁽¹⁾	\$750.00	\$75.00	\$0.10
Basic Interactive Voice Response (IVR) ⁽²⁾	\$500.00	\$25.00	\$0.10
Advanced Interactive Voice Response (IVR) ⁽²⁾	\$750.00	\$75.00	\$0.10

1. Bill presentment and payment module implementation fee includes setup of branded bill presentment page and two Subscriber-defined data validations. Additional data validations can be provided at professional services rates.
2. Interactive voice response module implementation fee includes a single standard IVR call script utilizing Govolution pre-recorded professional voice prompts and a single workflow. Each additional recorded language and/or workflow is classified as a separate call script. Additional call scripts or non-standard recorded voice prompts can be provided at an additional cost of \$175.00/hour. Non-standard call scripts (e.g. custom script design, custom system integration, etc.) may incur additional costs.

IVR Fees - Telecommunications Fees for Non-Service Fee IVR Deployments

Per minute Telecommunications Fee	\$0.15 per minute
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1. Interactive Voice Response telecommunications charges apply if Govolution's IVR platform is used for interactive voice response during payment. If the Merchant's existing IVR system is used, then no additional Telecommunications fees will be charged.

Merchant Card Services - Processing Fees – First American Payment Systems (4)

Visa Discount Rate	VI Interchange + DFA ⁽¹⁾ + (.16%) ⁽²⁾ + (\$0.09) ⁽³⁾
MasterCard Discount Rate	MC Interchange + DFA ⁽¹⁾ + (.16%) ⁽²⁾ + (\$0.09) ⁽³⁾
Discover Card Discount Rate	Discover Rate + DFA ⁽¹⁾ + (.16%) ⁽²⁾ + (\$0.09) ⁽³⁾
American Express Discount Rate	American Express Rate + (\$0.25) ⁽³⁾
PIN-Based Debit Discount Rate	Visa/MasterCard Interchange Rate + (\$0.26)
ACH/e-Check Rate	\$1.00 per transaction ⁽⁵⁾

1. Pass through of Dues, Fees and Assessments charged by Visa, MasterCard and Discover card associations.
2. Merchant Services Provider Fee
3. Standard Electronic Authorization Fee
4. Merchant services provided by First American Merchant Services through First American Payment Systems.
5. ACH services provided by First Fund through First American Payment Systems.

Other Merchant Fees – First American Payment Systems

New Merchant ID Setup	No Charge
Retrievals - Plus Pass Through Postage	\$10.00 per retrieval request
Charge backs - Plus Pass Through Postage	\$25.00 per charge back request
Monthly Merchant ID Statement Fee	\$4.00 per Merchant ID per month
Standard Authorization Fee	Included in provided Discount Rates listed above
Voice Authorization Fee	\$0.65 per voice authorization
Online Daily Batch Reporting	No Charge
Online Monthly Reports by Merchant ID	No Charge
Check Guarantee Services	Pricing available on request
Check Conversion Services	Pricing available on request
Negative Check Verification Services	\$0.05 per ACH transaction
ACH Return/NOC Fee	\$2.00 per transaction

Note: Electronic payment processing via Govolution's enterprise platform, the *Velocity Payment System*, Customer Support, Hosting, & Continuity of Operations are included. License fee is not applicable to Service fee applications.

Other Service Fees

Client User Training	<p><i>No Charge - Comprehensive remote training is included for all deployments*</i></p> <p>Additional training available at:</p> <p>\$500 per 3-hour remote training session \$1,000 per 8-hour onsite training session (Travel & expenses are billed at cost)</p>
Professional Service Fees:	<p>Custom Development - \$150.00/hour Custom Project Management - \$180.00/hour</p>

*Comprehensive remote training includes one 3-hour end user or train-the-trainer session via the web for each collection type deployed (i.e. tax payments, parking tickets, permit fees, etc.). Govolution will provide the Client with electronic training materials and product user guides prior to each training session.