RESOLUTION NO. 2018 - 135

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AGREEMENTS WITH INVOICE CLOUD, INC FOR <u>ONLINE PAYMENT PROCESSING SERVICES</u> FOR THE ST. JOHNS COUNTY UTILITY DEPARTMENT.

RECITALS

WHEREAS, the County desires to enter into a contract with Invoice Cloud, Inc to provide online payment processing services for the SJC Utility Department in accordance with the statement of work and terms and conditions of the contract agreement; and

WHEREAS, the scope of the services shall include provision of online payment processing services for invoiced and non-invoiced items, in a securely hosted real-time environment; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract with Invoice Cloud, Inc to provide the services set forth in the contract agreement and supporting documents.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in the statement of work.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of May , 2018.
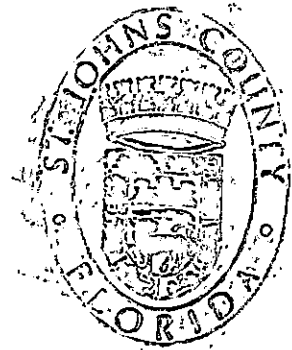
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Henry Dean, Chair

ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT - Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

RENDITION DATE 5/17/18

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third-party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processers, bank card issuers, payment associations, ACH and check processers.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years (**"Initial Term"**) commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms (**"Renewal Term"**) unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"),during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in

connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million ($1,000,000) each occurrence and Two Million ($2,000,000) general aggregate.

b. Umbrella Liability Insurance with minimum combined single limits of Five Million ($5,000,000) each occurrence and Five Million ($5,000,000) general aggregate.

c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million ($1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.

d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars ($1,000,000) per claim and in the aggregate.

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

InvoiceCloud™

Annex to Biller Terms and Conditions for American Express Processing ("AMEX") (Annex")

By executing this Annex, **County of St. Johns Board of County Commissioners** (the "Biller"), is agreeing to comply with the AMEX Rules as they pertain to Transactions you submit for processing through the Invoice Cloud Services. The Biller has contracted with Invoice Cloud, to obtain AMEX card processing services on the Biller's behalf. This Annex supplements the Biller Agreement Terms and Conditions. All capitalized terms used in this Annex have the same meaning as ascribed in the Biller Agreement Terms and Conditions, unless otherwise defined herein.

1) <u>Settlement</u>
   a. Upon receipt of the Biller's Transactions, AMEX will process the Transactions and facilitate the funds transfer between American Express, the Biller, and Invoice Cloud.
   b. AMEX will provide provisional credit to the Bank Account you designate hereunder under the Funding Schedule.

2) <u>Processing and Payment.</u>

The Biller and Invoice Cloud agree that all Convenience Fee Transactions will be submitted to AMEX under the Biller Agreement, all Transactions will be submitted by Invoice Cloud, Inc. on behalf of the Biller to AMEX, all AMEX processing fees that may apply associated with Transaction shall be paid by Invoice Cloud, all Chargebacks, returns and similar charges will be paid by the Biller, and all fees, for the Convenience Fee Transactions shall be paid by Invoice Cloud. Convenience Fee Transactions will be transferred directly to the bank account designated by Invoice Cloud and settlement funding for Transactions will be transferred to the bank account designated by the biller.

3) <u>Reduction of Payments to Biller</u>

Unless otherwise agreed to by the parties, the proceeds payable to the Biller shall be reduced by all Chargebacks, customer refunds and other applicable charges. Invoice Cloud is hereby authorized to draw from Biller's account for this purpose. If the proceeds payable to the Biller do not represent sufficient credits, or the those proceeds or such account does not have a sufficient balance to pay amounts due from you under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Biller bank account for the amount of the negative balance; (iii) withhold settlement payments to the Biller 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.

4) <u>Chargebacks</u>
   a. The Biller may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks,
      I. You do not issue a refund to a customer upon return or non-delivery of service
      ii. An authorization/approval code was required and not obtained
      iii. The transaction was fraudulent
      iv. The customer disputes the card sale
      v. 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.
   b. Chargebacks and the Biller's Responsibility
      i. The Biller is fully responsible for any and all chargebacks related to their AMEX account(s).
      ii. Upon a Chargeback, AMEX will automatically deduct the amount of the chargeback from the Invoice Cloud, Inc's bank account.
      iii. The Biller hereby gives permission for Invoice Cloud to withdraw the chargeback amount from the biller's bank account, described in section 6 of this Annex, within 24 hours of the chargeback being deducted from Invoice Cloud's bank account by AMEX.

5) <u>Data Security and Privacy</u>

By signing below, the Biller represents that they do not have access to any Card Information data and you as the Biller will not request such Card

Information from Invoice Cloud. In the event Card Information in connection with the processing services provided by Invoice Cloud or AMEX under these guidelines, Biller agrees not use it for any fraudulent purpose or in violation of any AMEX or applicable law and the Biller will comply with all applicable AMEX Rules. If at any time you the Biller believe that Card Information has been compromised, you the Biller must notify AMEX and Invoice Cloud promptly and assist in providing notification to the proper parties. You as the Biller must ensure your compliance. You as the Biller may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the payer for which the information was provided to you.

6) Funding Schedule

In order to receive funds from AMEX you must maintain a bank account that is a member of the Automated Clearing House System and the Federal Reserve wire system. You must designate a bank account for the deposit and settlement of funds and the debit of any fees and costs associated with processing of Transactions. The deposits will come from AMEX and any fess and chargebacks drafted by Invoice Cloud. Biller is hereby authorizing AMEX to initiate electronic credit entries to your bank account. The biller is also authorizing Invoice Cloud, to make initiate any necessary debits and adjustments to the said Biller's bank account. In the event of the said Biller's failure you shall not sell, transfer or disclose any transactional or credit card information to third parties.

    a.   If otherwise agreed to by Amex, the said Biller and Invoice Cloud, the proceeds payable to the bank account shall be equal to the amounts received by AMEX in respect of your Card transactions.

    b.   Invoice Cloud shall use the bank account listed below to draft account when and if required as outlined in this Annex.

Name of Bank: Bank of America_____   Account Name: St. Johns County Board of County Commissioners

ABA NO: 063000047_____   Account NO: 898052399955_____

1) Definitions

"Card" is an account, or evidence of an account, authorized and established between a customer and AMEX payment for a good or service.

"Chargeback" is a reversal of a Transaction you previously presented to Amex and/or Invoice Cloud pursuant to Payment Brand Rules.

"Transaction" is a transaction conducted between a customer and Biller and/or Invoice Cloud utilizing a Card in which consideration is exchanged between the customer and Biller and/or Invoice Cloud. hereunder.

"Convenience Fee Transaction" is transactions representing a charge to a Customer's Card for the convenience of using the payment channel offered by Biller and Invoice Cloud.

"Card Information" is information related to a Customer or a Customer's Card that is obtained by the Biller or Invoice Cloud from the Customer's Card or from the Customer in connection with his or her use of a card. The card information could include, the Card account number, the Card expiration date, the customer's name or date of birth, the PIN data, the security code data and any other data read, scanned imprinted or otherwise obtained from the payment instrument.

Agreed and Accepted by:

County of St. Johns Board of County Commissioners   Invoice Cloud, Inc.

Printed Name: _____   By: _____

ADDRESS: _____   Printed Name: Robert Lapides _____

Title: _____   Title: President, GUB Division _____

Email: _____   Date: _____

Phone: _____   Address: 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184

Date: _____

Invoice Cloud
Statement of Work
County of St. Johns Board of County Commissioners

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the **County of St. Johns Board of County Commissioners** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **County of St. Johns Board of County Commissioners** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:
1. Biller – Merchant / **County of St. Johns Board of County Commissioners**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. **Security and Industry Compliance**
    Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.
    a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
    b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
    c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. **Data Integration**
    Invoice Cloud does maintain an integration with **Cogsdale, a Harris Computer Company.** The integration for the **County of St. Johns Board of County Commissioners** will include the functionality found in Appendix B.

3. **Payer Portal**
    The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.
    a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
    b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.

d. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.

f. A Payer will have the ability to choose their payment date (also known as scheduled payments).

g. The system will accept partial, full, or overpayments as defined by the Biller.

h. The Payer will register with the Service using the authentication method designated by Biller.

i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.

j. The Payer will receive an email confirmation of payment after any payment process.

k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.

l. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.

m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.

n. The Service includes shopping cart functionality.

o. The Service will allow the Payer the option to elect paperless billing.

p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.

q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. Biller Portal

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).

b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH).

c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.

d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
   - ACH Reject Notifications
   - Batch Close Notifications
   - Daily Management Report
   - File Processing Notifications

- Month End Billing Invoice
- Paperless Customer Email Bounce Daily Report
- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
- Status Notifications (notifications of planned outages, new features, etc.)

e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
- allowing customers to update their phone or mailing address through the payer portal
- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

    a. Reports:
    b. Search Customers*
    c. Search Invoices
    d. Search Payment Transactions*
    e. Monthly Summary
    f. Registration Report*
    g. Autopay Report*
    h. Paperless Report*
    i. Data Synchronization History
    j. EFT/ACH Rejects*
    k. View Scheduled Payments*
    l. Invoice File History
    m. Import Errors
    n. Daily Payments Received*
    o. Total Outstanding Invoices
    p. Email Notification Summary
    q. Email Statistics
    r. Email Tracking
    s. Bounced Email Report
- Email Statistics
- Email Tracking
- Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

a. Up to three (3) invoice notifications can be scheduled based on a date or number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for Auto-Pay.
b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
   - First Invoice Email Notification
   - Second Invoice Email Notification
   - Third Invoice Email Notification
   - Payment Transaction Receipt
   - Declined Auto Pay Transaction
   - Late Fee Email Notification
   - Declined Scheduled Payment Notification
   - Registered Customer Welcome Email
   - AutoPay Registration Notification
   - Paperless Registration Notification
   - ACH Reject/Chargeback Notices (with reason codes and descriptors)
   - Credit Card Expiration Notification
   - Scheduled Payment Confirmation
   - AutoPay Reminder Notification
   - FlexPay Confirmation Notification
   - Scheduled Payment Reminder
   - Paperless Off Confirmation
   - Online Bank Direct Payment Receipt
   - Check 21 Payment Receipt
   - Linked Accounts First Notice Notification
   - Linked Accounts Second Notice Notification
   - Linked Accounts Second Notice Notification
   - AutoPay Off Confirmation
   - Conveyed Customer Notification
   - Multiple Registered Customers Welcome Email
   - Recurring Scheduled Payment Confirmation
   - Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

a. Ability to allow partial payments, over payments, full balance only, or late fees.
b. Ability to allow payments beyond the due date - The service is designed to accommodate biller specific business rules like allowing payments beyond their due date.
c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

   a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
   b. **Project Timeline** – Details project schedule and milestones.
   c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

   a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
   b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
   c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
   d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
      i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
      ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
   e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
   f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
      • All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for City staff.
      • Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
      • Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. **Marketing**

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™
The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:
- Provides for a toll-free call and a caller ID number set by the biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™
The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:
- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™
The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:
- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™
The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:
- Auto-matching of payments with open invoices

- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the *Biller,* as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

This project will be implemented in a phased approach with two phases combined into one statement of work with the initial phase to include CSR Cashiering Payments, AutoPay and EMV/POS payments and the second phase to include EBPP/Web/IVR/Pay by Text. The SOW will include all services mentioned above which is also included in the Biller Order Form.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

County of St. Johns Board of County Commissioners   **Invoice Cloud, Inc.**

By:_____   By:_____

Printed Name:_____   Printed Name:_ Robert Lapides _____

Title:_____   Title:_ President, GUB Division_____

Date:_____   Date:_____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features (The Integration Model will be defined with 45 days of execution of the Agreement)

Harris	Cogsdale	
PRODUCTS		
EBPP	X	
Invoice Types	#42 - Utility	
IVR	X	
Pay by Text	X	
CloudPOSPay	X	
CloudCSRPay	N/A	
KIOSK	X	
DATA EXCHANGE	**Method**	**Frequency**
Invoices	Web Service	Each Billing Cycle
Payments	Data Pump	Near Time
AutoPay Flags	Data Pump	Near Time
Paperless Flags	Data Pump	Near Time
Account Balances	RTDR	Real Time
Account Linking	Web Service	Near Time
Block Payment Method (Credit/ACH)	RTDR	Real Time (version 3 only)
INVOICE FILES		
IC Translates file	X	
Historical Data (2 years shown online)	X	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	N/A	
Templates	N/A	
Link to PDFs	X	
BRANDING USE		
Standard or Custom	Custom	
CUSTOM OPTION		
Single Sign-on	X	
Branded Biller Portal	X	
Branded Payer Portal	X	

Appendix C: Biller Deliverables

Sample Invoice File (BIF)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

❖Cogsdale

November 20th, 2017

Dear St Johns County Team,

I'm writing to offer our highest endorsement of Invoice Cloud. Invoice Cloud is not just a preferred partner of Cogsdale, they are our **only** preferred provider of Electronic Bill Presentment and Payment (EBPP).

Creating a deep integration with an EBPP partner takes a lot of time, money, and resources. Before Cogsdale selected Invoice Cloud, we conducted an exhaustive search to determine which EBPP provider will be the best fit for our customers now, and into the future. Invoice Cloud is the clear industry leader for EBPP, one of the fastest growing companies in the U.S., and is the best bet to ensure St Johns County stays a technology leader in the future.

In the last 3.5 years, Cogsdale has worked with Invoice Cloud to create a unique, one of a kind real-time integration that Cogsdale does not have with any other EBPP provider. The effort was tremendous and provides market differentiation through advanced EBPP application functionality. Invoice Cloud is fully integrated to numerous areas in the Cogsdale solution highlighted by the following unique and integral components of the Cogsdale and Invoice Cloud Integration as follows:

- Channels – EBPP/IVR/Pay by Text/CloudPOSPay/Kiosk
- Invoice Presentment (Web Services)
- Payment Processing/Remittance Data (Real-Time Updates to CIS – Data Pump)
- AutoPay Settings (Flags to CIS – Data Pump)
- Paperless Billing Settings (Flags to CIS – Data Pump)
- Account Linking (Web Services) – Multiple Accounts Linked to Same Credentials to Access EBPP
- Block Payment Method (Real-Time Data Refresh)
- Single Sign-On (Real-time Portal Integration)
- Branded Biller Portal – Back Office Administration Application
- Branded Payer Portal – Customer Access to Online/Web EBPP and One-Time Payment Application(s)
- Billing and Payment History – Two Years Available Online
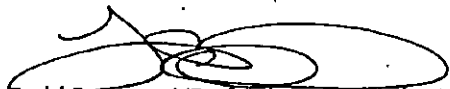
Other providers that work with the Cogsdale solution do not integrate to all of these areas, nor do they provide real-time integrations to all the above-mentioned areas. As a result, over the past 3-4 years, the number of Cogsdale clients who have decided to use Invoice Cloud has grown from 3 to 40 with significant joint success due to the above factors mentioned in bulleted form.

As our chosen EBPP partner, we continue to work together to enhance the functionality of the integration. For example, we are building a mechanism so that when someone is in 'shut off' status, the shut off work order is automatically canceled if they pay through any of Invoice Cloud's payment channels (web, mobile, IVR, SMS TXT). From our perspective, the company that can deliver integrations most effectively, and provide the best platform for the bill payers, is the one that we believe St Johns County would benefit most from a partnership with. That is Invoice Cloud.

We chose Invoice Cloud as our preferred partner for many reasons. If I had to just pick a handful, I'd point to Invoice Cloud's focus on customer service/relationships, innovation, and e-adoption. Their platform has proven to be the best in the industry in driving up the number of people paying online, and the number people electing 'paperless' billing, which will save St Johns County the most time and money. Their mobile interface and Software as a Service (SaaS) are also differentiating features worth mentioning.

Personally, I have a relationship with Invoice Cloud's management team, and trust them to take great care of our clients. Invoice Cloud is our preferred provider and we feel strongly they are the right choice for St Johns County.

Sincerely,

Todd Ramsey, VP of Sales and Marketing

Cogsdale Corporation
3 Lower Malpeque Rd
Charlottetown, PE Canada, C1E 1R4

InvoiceCloud™

SALES INFORMATION

IC Sales Rep	Steven Estroff	Sales Prtnr	Cogsdale	Software Prtnr	Cogsdale
Order Type	New	Vertical	GUB		

PRODUCTS & SERVICES

Products	☑ EBPP	☐ Cloud Store	☐ Cloud Pay	☑ Pay By Text	☑ IVR	☐ OBD	☐ Kiosk
	☑ Single Sign-On	☐ Bill Processor	☑ POSConnect	☑ CSRConnect	☐ PayNearMe		
Payments	☑ VISA/MasterCard/Discover		☒ American Express		☑ ACH/EFT		

BILLER INFORMATION

Ownership Type	Government				**BILLER CONTACTS**		
Legal Name	County of St. Johns Board of County Commissioners				Implementation	Frank Kenton - Assistant Director	
Address 1	500 San Sebastian View				Phone	904.209.2705	Ext
Address 2					Email Address	fkenton@sjcfl.us	
City	St. Augustine	State	FL	ZIP 32084	Technical Support	Jacob Kilgore - Sr System Support Tech	
Phone	904.209.0300	Fax	904.209.0310		Phone	904.209.2626	Ext
Website URL	www.sjcfl.us				Email Address	jkilgore@sjcfl.us	
Bus. Open Date	1821				Marketing	LeQuitia King - Business System Support Tech	
Federal Tax ID	59-6000825				Phone	904.209.2734	Ext
	Federal Tax ID and Legal Name must match on all documents.				Email Address	lking@sjcfl.us	

SIGNATORY AUTHORITY

Name	Allen McDonald		Title	Finance Director
Phone	904.819.3669	Fax	Email Address	fincoc@sjccoc.us

BILLER FEES

New Biller Implementation ($)	Waived		Paperless Presentment ($)	$0.40	Per Item
Biller Portal Access ($)	Waived	Monthly	IC Payment - Credit Card	$2.00*	Per Item
Additional User(s) ($)	$0.00		IC Payment - EFT/ACH	$0.50	Per Item
Online Bank Direct Access ($)	N/A		Online Bank Direct	$0.00	Per Item
Invoice Presentment ($)	$0.00	Monthly	EFT/ACH Reject	$10.00	Per Item
Encrypted Reader License Fee ($)	N/A	Monthly Per Device	Charge Back	$10.00	Per Item
Cloud Store Implementation ($)	N/A	One-Time	Cloud Store Monthly Access	N/A	Monthly

Additional Data Storage		# Years (past 2)		Bills Per Month		Total Cost ($)	

BILLER BANK INFO

Note: Must include voided business check or bank letter for each account

Name on Account	Laurie Schwerin	Bank Name	Bank of America
Address	P.O. Box 27025 Richmond VA 23261-7025	Phone	

DEPOSITORY *(Your Invoice payment collections will be electronically deposited into this account)*

Routing #	Refer to Bank of America Bank Letter	Account #	Refer to Bank of America Bank Letter

FEES *(Invoice and payment processing fees will be electronically deducted from this account)*

Routing #		Account #	

NOTES/SPECIAL HANDLING

*Credit/Debit Cards include Visa/MC/Discover - $2.00 per every $400 paid and Credit/Debit Cards include AMEX - 2.65%(minimum of $1.00)

ACH - $0.50 per item for all ACH payments

Credit Card Chargeback Fee - $10.00 per chargeback

ACH Reject Fee - $10.00 per return

No PayNearMe/Cash in Phase 1

POS Credit Card Readers - $15.00/month/device

Phase 1 and Phase 2(One Upfront Contract) - Phase 1 - Cash/Cashiering Payments, ACH/AutoPay and EMV/POS and Phase 2 - EBPP/Web/IVR/Pay by Text

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InvoiceCloud™

Biller Order Form

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (5) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (6) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (7) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.

E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer

Printed Name

Title

Accepted by Invoice Cloud:

X

Corporate Officer

Printed Name

Title

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InvoiceCloud

INVOICE PARAMETERS
Invoice Parameters must be completed for each Invoice type

Invoice Type	Utilities		Date		12/8/2017
Biller Software	Cogsdale		Pricing Model	Non-Submitter	

Products
- [x] EBPP
- [ ] Cloud Store
- [ ] Cloud Pay
- [x] Pay By Text
- [x] IVR
- [ ] OBD
- [ ] Kiosk
- [x] Single Sign-On
- [ ] Bill Processor
- [x] POSConnect
- [x] CSRConnect
- [ ] PayNearMe

Services
- [x] VISA/MasterCard/Discover
- [x] American Express
- [x] ACH/EFT

BILLING DETAILS

Please indicate which months bills are *sent* by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000	40000

Avg Invoice $	65.00	Max Invoice $	125000.00	BPM	40000

PRINTED BILLS

Bill Mailing Dates	[x] 1st - 10th	[x] 11th - 20th	[x] 21st - 31st	
Bill Image Provider	[ ] Template	[ ] Biller	[x] Biller Print Vendor	[ ] Software Partner
Bill Print Vendor	Arista Info Systems	Contact		Phone	

HARDWARE

Card Readers		Quantity	2	Provided By	Operations
Per Unit Price	$15.00	Monthly		Shipping Addr.	
Total Due	$30.00	Monthly		*(if differernt than location address)*	

SERVICE FEES

Select from the below to indicate if the service fee will be paid by the Payer or If Biller will absorb fee.

	Paid by Payer				Paid by Biller (Non-Submitter)		
Credit Card	[ ]	[ ] %	with	[ ] $ minimum	Credit Card [ ]	[ ]	Flat Fee per Item, Fee, Due Assessments +
						[ ]	Interchange, fees, due assessments +
							$ + [ ] %BP
EFT/ACH	[ ]	[ ] $ per item			EFT/ACH [ ]		$ per item
Flex Pay ACH	[ ]	[ ] $ per item			Flex Pay ACH [ ]		$ per item

UTILITY INVOICE TYPE

	Paid by Payer				Paid by Biller		
Credit Card	[ ]	[ ] %	with	[ ] $ minimum	Credit Card [ ]	[ ]	Flat Fee per Item, Fee, Due Assessments +
			(Without Visa Acceptance)			[ ]	Interchange, fees, due assessments +
							$ + [ ] %BP
EFT/ACH	[ ]	[ ] $ per item			EFT/ACH [ ]		$ per item

UTILITY FLAT RATE

Flat Rate for Utilities credit cards must be paid by payer

Credit Card	[ ]	Service Fee:	$	Max Cap for Credit Cards	
EFT/ACH	[ ]	Service Fee:	$	EFT/ACH Paid By	

INTERACTIVE VOICE RESPONSE (IVR)

Paid by Payer	[ ]	Service Fee:	$	Paid by Biller	[ ]	Per Item Surcharge	$

NOTES/SPECIAL HANDLING

Credit/Debit Cards include Visa/MC/Discover - $2.00 per every $400 paid and if Credit/Debit Cards include AMEX - 2.65% fee(minimum of $1.00)

Credit Card Chargeback Fee - $10.00 per chargeback

ACH Reject Fee - $10.00 per return

POS EMV Credit Card Readers - $15.00/month/device

v4.0

Payment Card Industry (PCI)
Data Security Standard

Attestation of Compliance for
Onsite Assessments – Merchants

Version 3.2

April 2016

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the merchant's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact your acquirer (merchant bank) or the payment brands for reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	Invoice Cloud	DBA (doing business as):	N/A
Contact Name:	Rob Chenault	Title:	VP, Systems and Security
Telephone:	781-353-6944	E-mail:	rchenault@invoicecloud.com
Business Address:	30 Braintree Hill Office Park, Suite 303	City:	Braintree

State/Province:	MA	Country:	USA	Zip:	02184

URL:	http://www.invoicecloud.com

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Trustwave		
Lead QSA Contact Name:	Angel Gonzalez	Title:	QSA
Telephone:	312-873-7500	E-mail:	agonzalez@trustwave.com
Business Address:	70 W. Madison Ave, Suite 600	City:	Chicago

State/Province:	IL	Country:	USA	Zip:	60602

URL:	http://www.trustwave.com

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

☐ Retailer	☐ Telecommunication	☐ Grocery and Supermarkets
☐ Petroleum	☒ E-Commerce	☒ Mail order/telephone order (MOTO)

☐ Others (please specify):

What types of payment channels does your business serve?	Which payment channels are covered by this assessment?
☒ Mail order/telephone order (MOTO) ☒ E-Commerce	☒ Mail order/telephone order (MOTO) ☒ E-Commerce

☐ Card-present (face-to-face) | ☐ Card-present (face-to-face)

Note: If your organization has a payment channel or process that is not covered by this assessment, consult your acquirer or payment brand about validation for the other channels.

Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?	Invoice Cloud accepts card-not-present transactions from Visa, Master Card, American Express and Discover cards.
	Card-not-Present
	Interactive Voice Response (IVR), Telephone payments (MOTO) captures PAN, Expiry by a third-party provider (Vocantas, Inc and Selectron Technologies, Inc). The Third Party transmits the CHD to Invoice Cloud Web Portal via TLS 1.0, 1.1 or 1.2 (AES128). Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds and recurring payments. Cardholder data that is older than 730 days is programmatically removed from the database every day.
	IVR calls are not recorded.
	E-Commerce card-not-present transactions, PAN, Expiry and Name are received via the online portal web application and transmitted upstream by Invoice Cloud to Chase Paymentech, Sage Payment Solutions or BridgePay, utilizing TSL 1.2 (AES128). After authorization, Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds or recurring payments. Cardholder data that is older than 730 days is programmatically removed from the database every day.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
Colocated Data Center	1	Dulles, VA USA
Operations Center	1	Memphis, TN USA

Part 2d. Payment Application

Does the organization use one or more Payment Applications? ☐ Yes ☒ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)

Not Applicable	Not Applicable	Not Applicable	☐ Yes ☐ No	Not Applicable

Part 2e. Description of Environment

Provide a *high-level* description of the environment covered by this assessment. For example: • Connections into and out of the cardholder data environment (CDE). • Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable	The Invoice Cloud payment portal is colocated at the Rackspace data center in Dulles, VA USA. The in-scope environment included in the assessment consists of firewalls, processor connections with TLS 1.2 AES-128 (Chase Paymentech, Sage Payment Solutions, BridgePay), IVR (Vocantas, Inc, Selectron Technologies, Inc), workstations, servers, DMZ Zone and the Internal Zone. The DMZ Zone contains the publicly-accessible web server cluster that hosts the online portal. The Internal Zone consists of the Microsoft SQL 2014 Server Cluster.

Does your business use network segmentation to affect the scope of your PCI DSS environment? *(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)*	☒ Yes ☐ No

Part 2f. Third-Party Service Providers

Does your company use a Qualified Integrator & Reseller (QIR)? If Yes: Name of QIR Company: QIR Individual Name: Description of services provided by QIR:	☐ Yes ☒ No

Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?	☒ Yes ☐ No

If Yes:

Name of service provider:	Description of services provided:
Rackspace	Colocated Data Center, Server, eCommerce hosting
Magensa, LLC	CHD Encryption/Decryption Services
Vocantas, Inc	Interactive Voice Response System
Selectron Technologies, Inc	Interactive Voice Response System
Chase Paymentech	Processing, Transmission
Sage Payment Solutions	Processing, Transmission

| BridgePay | Processing, Transmission |

Note: Requirement 12.8 applies to all entities in this list.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	*August 7, 2017*	
Have compensating controls been used to meet any requirement in the ROC?	☐ Yes	☒ No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒ No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No

Section 3: Validation and Attestation Details

This AOC is based on results noted in the ROC dated *August 7, 2017*.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*check one*):

☒	**Compliant:** All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby Invoice Cloud has demonstrated full compliance with the PCI DSS.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS. **Target Date** for Compliance: An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4.*
☐	**Compliant but with Legal exception:** One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. *If checked, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement being met

Signatory(s) confirms:
(Check all that apply)

☒	The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version 3.2, and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
☐	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☒	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☒	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)	
☒	No evidence of full track data[1], CAV2, CVC2, CID, or CVV2 data[2], or PIN data[3] storage after transaction authorization was found on ANY system reviewed during this assessment.
☒	ASV scans are being completed by the PCI SSC Approved Scanning Vendor Trustwave.

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[1] Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

[2] The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

[3] Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 3b. Merchant Attestation

Signature of Merchant Executive Officer ↑ | Date: 8 - 16 - 2017

Merchant Executive Officer Name: Robert Chenqult | Title: VP, Systems and Security

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	Angel Gonzalez, QSA, performed PCI-DSS v3.2 Assessment, reviewed evidence, performed remote interviews and evidence reviews and wrote the Report on Compliance.

Signature of Duly Authorized Officer of QSA Company ↑ | Date: August 7, 2017

Duly Authorized Officer Name: Michael Aminzade | QSA Company: Trustwave

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	Not Applicable

Part 4: Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	☒	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☒	☐	
3	Protect stored cardholder data	☒	☐	
4	Encrypt transmission of cardholder data across open, public networks	☒	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☒	☐	
6	Develop and maintain secure systems and applications	☒	☐	
7	Restrict access to cardholder data by business need to know	☒	☐	
8	Identify and authenticate access to system components	☒	☐	
9	Restrict physical access to cardholder data	☒	☐	
10	Track and monitor all access to network resources and cardholder data	☒	☐	
11	Regularly test security systems and processes	☒	☐	
12	Maintain a policy that addresses information security for all personnel	☒	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS	☒	☐	

Payment Card Industry (PCI)
**Payment Application
Data Security Standard (PA-DSS)**

Attestation of Validation

Version 3.2

May 2016

PA-DSS Attestation of Validation

Instructions for Submission

The Payment Application Qualified Security Assessor (PA-QSA) must complete this document as a declaration of the payment application's validation status with the Payment Application Data Security Standard (PA-DSS).

The PA-QSA and Payment Application Software Vendor should complete all applicable sections and submit this document along with copies of all required validation documentation to PCI SSC, per PCI SSC's instructions for report submission as described in the *PA-DSS Program Guide*.

Part 1. Payment Application Vendor and Qualified Security Assessor Information

Part 1a. Payment Application Vendor Information

Company Name:	Invoice Cloud, Inc.

Contact Name:	Rob Chenault	Title:	VP, Systems and Security
Telephone:	781-353-6944	E-mail:	rchenault@invoicecloud.com

Business Address:	30 Braintree Hill Office Park Suite 303	City:	Braintree

State/Province:	MA	Country:	USA	Postal Code:	02184

URL:	www.invoicecloud.com

Part 1b. Payment Application Qualified Security Assessor (PA-QSA) Company Information

PA-QSA Company Name:	SecurityMetrics

Lead PA-QSA Name:	George Mateaki	Title:	Security Analyst
Telephone:	801-705-5676	E-mail:	gmateaki@securitymetrics.com
Business Address:	1275 West 600 North	City:	Orem

State/Province:	UT	Country:	USA	Postal Code:	84057

URL:	www.securitymetrics.com

Part 2. Submission Type

Identify the type of submission and complete the indicated sections of this Attestation of Validation associated with the chosen submission type (check only one).

☒	**Full Validation**	Complete Parts 3a, 3c, 4a, 4d, 5a, & 5c
☐	**Annual Revalidation**	Complete Parts 3b, 3c, 4b, & 4d
☐	**Administrative Change**	Complete Parts 3a, 3b, 3c, 4c, 4d, 5b, & 5c
☐	**No Impact Change**	Complete Parts 3a, 3b, 3c, 4c, 4d, 5b, & 5c
☐	**Low Impact Change**	Complete Parts 3a, 3b, 3c, 4c, 4d, 5b, & 5c
☐	**High-Impact Change**	Complete Parts 3a, 3c, 4a, 4d, 5a, & 5c

Part 3. Payment Application Information

Part 3a. Payment Application Identification

Payment Application name(s) and version number(s) included in this PA-DSS review:

Application Name: CloudPOSConnect	Version Number: 1.2.1.1

Required Dependencies: None

☐	The Payment Application was assessed and is validated to use wildcards as part of its versioning methodology.
☒	The Payment Application does not use wildcards as part of its versioning methodology.

Part 3b. Payment Application References

Reference Payment Application name and version number currently on the PCI SSC List of Validated Payment Applications:

Application Name:	Existing Version Number:
PCI SSC Reference Number:	Required Dependencies:

Description of change, if applicable:

Part 3c. Payment Application Functionality & Target Market

Payment Application Functionality (check only one):

☐ Automated Fuel Dispenser	☐ POS Kiosk	☐ Payment Gateway/Switch
☐ Card-Not-Present	☐ POS Specialized	☒ Payment Middleware
☐ POS Admin	☐ POS Suite/General	☐ Payment Module
☐ POS Face-to-Face/POI	☐ Payment Back Office	☐ Shopping Cart & Store Front

Target Market for Payment Application (check all that apply):

☒ Retail	☐ Processors	☐ Gas/Oil
☐ e-Commerce	☒ Small/medium merchants	

☐ Others (please specify):

Part 4: Payment Application Vendor Attestation

Company asserts the following status for the application(s) and version(s) identified in Part 3 of this document as of the date noted in Part 4d *(Complete one of Parts 4a, 4b, or 4c; and Part 4d)*:

Part 4a: Confirmation of Validated Status (each item to be confirmed)

☒	The PA-QSA has been provided with all documentation and resources necessary to reach an accurate assessment of the PA-DSS compliance status of the Payment Application and version noted in part 3a.
☒	No track data (magnetic-stripe data or equivalent data on the chip), CAV2, CVC2, CID, or CVV2 data, or PIN data is stored subsequent to transaction authorization on ANY files or functionalities generated by the application.
☒	We acknowledge our obligation to provide end-users of the Payment Application and version noted in part 3a (either directly or indirectly through their resellers and integrators) with a current copy of the validated payment application's *PA-DSS Implementation Guide*.
☒	We have adopted and implemented documented Vulnerability Handling Procedures in accordance with Section 2(a)(i)(C) of the *Vendor Release Agreement* dated *12/16/16*, and confirm we are and will remain in compliance with our Vulnerability Handling Procedures.

Part 4b: Annual Re-Validation Confirmation

Based on the results noted in the PA-DSS ROV dated *(date of ROV)*, Company asserts the following as of the date noted in Part 4d:

Note: Part 4b is for the required Annual Attestation for listed payment applications, and should ONLY be completed if:
*   *No modifications have been made to the Payment Application covered by this AOV; OR*
*   *A validated wildcard versioning methodology is being used and only No Impact changes have been made to the Payment Application covered by this AOV.*

☐	No modifications have been made to the Payment Application and version noted in part 3b
☐	Payment Application and version noted in part 3b uses a validated wildcard versioning methodology and only No Impact changes have been made.
☐	Vendor confirms that all tested platforms, operating systems, and dependencies upon which the application relies remain supported.
☐	Vendor confirms that all methods of cryptography provided or used by the payment application meet PCI SSC's current definition of "strong cryptography."

Part 4c: Change Analysis for No Impact/Low Impact Changes

Based on internal change analysis and the Vendor Change Analysis documentation, Company asserts the following status for the application(s) and version(s) identified in Part 3 of this document as of the date noted in Part 4d (check applicable fields):

☐	**Only changes resulting in No Impact or Low Impact to the PA-DSS requirements have been made to the "Parent" application noted above to create the new application also noted above.**
☐	All changes have been applied in a way that is consistent with our documented software-versioning methodology for this application in accordance with the *PA-DSS Program Guide*, and are accurately recorded in the Vendor Change Analysis provided to the PA-QSA noted in Part 1b.

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Standards Council

| ☐ | All information contained within this attestation represents the results of the Vendor Change Analysis fairly in all material respects. |

☐	No track data (magnetic-stripe data or equivalent data on the chip), CAV2, CVC2, CID, or CVV2 data, or PIN data is stored subsequent to transaction authorization on ANY files or functionalities generated by the application.
☐	All methods of cryptography provided or used by the payment application meet PCI SSC's current definition of "strong cryptography."
☐	We acknowledge our obligation to provide end-users of the Payment Application and version noted in part 3b (either directly or indirectly through their resellers and integrators) with the updated copy of the validated payment application's *PA-DSS Implementation Guide.*

Part 4d: Payment Application Vendor Acknowledgment

	1/5/17
Signature of Application Vendor Executive Officer ↑	*Date* ↑
Rob Chenault	VP, Systems and Security
Application Vendor Executive Officer Name ↑	*Title* ↑
Invoice Cloud, Inc.	
Application Vendor Company Represented ↑	

Part 5: PA-QSA Attestation of PA-DSS Validation

Based on the results noted in the PA-DSS ROV dated *1/4/17*, PA-QSA Company asserts the following validation status for the application(s) and version(s) identified in Part 3 of this document as of the date noted in Part 5c *(Complete one of Parts 5a or 5b; and Part 5c)*:

Part 5a. Confirmation of Validated Status: (each item to be confirmed)
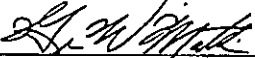
☒	**Fully Validated:** All requirements in the ROV are marked "in place," thereby the Payment application and version noted in part 3a has achieved full validation with the Payment Application Data Security Standard.
☒	The ROV was completed according to the PA-DSS, version 3.2, in adherence with the instructions therein.
☒	All information within the above-referenced ROV and in this attestation represents the results of the assessment fairly in all material respects.
☒	No evidence of track data (magnetic-stripe data or equivalent data on the chip), CAV2, CVC2, CID, or CVV2 data, or PIN data storage exists after transaction authorization on ANY files or functionalities generated by the application during this PA-DSS Assessment.

Part 5b. Low/No Impact Change – PA-QSA Impact Assessment

Based on the Vendor Change Analysis documentation provided by the Payment Application Vendor noted in Part 1a, *(Lead PA-QSA Name)* asserts the following status for the application(s) and version(s) identified in Part 3 of this docume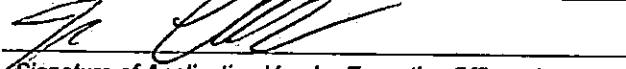nt as of the date noted in Part 5c (check applicable fields). Based on our review of the Vendor Change Analysis documentation, we agree that the documentation supports the vendor's assertion that **only Low Impact or No Impact changes** have been made to the application noted above, resulting in:

☐	**No Impact** to the PA-DSS Requirements and security-related functions
☐	**Low Impact** to the PA-DSS Requirements and security-related functions

Part 5c. PA-QSA Acknowledgment

[signature]	1/5/17
Signature of Lead PA-QSA ↑	Date ↑
George Mateaki	Security Analyst
Lead PA-QSA Name ↑	Title ↑
SecurityMetrics	
PA-QSA Company Represented ↑	

Part 6. PCI SSC Acceptance

PCI SSC does not assess or validate payment applications for PA-DSS compliance. The signature below and subsequent listing of a payment application on the List of Validated Payment Applications signifies that the applicable PA-QSA has determined that the application complies with the PA-DSS, that the PA-QSA has submitted a corresponding ROV to PCI SSC, and that the ROV, as submitted to PCI SSC, has satisfied all applicable quality assurance review requirements as of the time of PCI SSC's review.

PCI Security Standards Council LLC	Digitally signed by PCI Security Standards Council LLC DN: cn=PCI Security Standards Council LLC, o, ou, email=pa-dss@pcisecuritystandards.org, c=US Date: 2017.06.07 10:21:51 -04'00'
Signature of PCI Security Standards Council ↑	*Date* ↑

Security
Standards Council ®

Payment Card Industry (PCI)
Data Security Standard

Attestation of Compliance for
Onsite Assessments – Service Providers
Version 3.2

April 2016

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a: Service Provider Organization Information

Company Name:	Invoice Cloud		DBA (doing business as):	N/A		
Contact Name:	Rob Chenault		Title:	VP, Systems and Security		
Telephone:	781-353-6944		E-mail:	rchenault@invoicecloud.com		
Business Address:	30 Braintree Hill Office Park, Suite 303		City:	Braintree		
State/Province:	MA	Country:	USA		Zip:	02184
URL:	http://www.invoicecloud.com					

Part 1b: Qualified Security Assessor Company Information (if applicable)

Company Name:	Trustwave					
Lead QSA Contact Name:	Angel Gonzalez		Title:	QSA		
Telephone:	312-873-7500		E-mail:	agonzalez@trustwave.com		
Business Address:	70 W. Madison Ave, Suite 600		City:	Chicago		
State/Province:	IL	Country:	USA		Zip:	60602
URL:	http://www.trustwave.com					

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Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed:	Invoice Cloud Payment Portal Website

Type of service(s) assessed:

Hosting Provider:	Managed Services (specify):	Payment Processing:
☐ Applications / software	☐ Systems security services	☒ POS / card present
☐ Hardware	☐ IT support	☒ Internet / e-commerce
☐ Infrastructure / Network	☐ Physical security	☒ MOTO / Call Center
☐ Physical space (co-location)	☐ Terminal Management System	☐ ATM
☐ Storage	☐ Other services (specify):	☐ Other processing (specify):
☐ Web		
☐ Security services		
☐ 3-D Secure Hosting Provider		
☐ Shared Hosting Provider		
☐ Other Hosting (specify):		
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☒ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify):		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification (continued)

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed:	Not Applicable

Type of service(s) not assessed:

Hosting Provider:	Managed Services (specify):	Payment Processing:
☐ Applications / software	☐ Systems security services	☐ POS / card present
☐ Hardware	☐ IT support	☐ Internet / e-commerce
☐ Infrastructure / Network	☐ Physical security	☐ MOTO / Call Center
☐ Physical space (co-location)	☐ Terminal Management System	☐ ATM
☐ Storage	☐ Other services (specify):	☐ Other processing (specify):
☐ Web		
☐ Security services		
☐ 3-D Secure Hosting Provider		
☐ Shared Hosting Provider		
☐ Other Hosting (specify):		
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		

☐ Others (specify):

Provide a brief explanation why any checked services were not included in the assessment:	

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data:	Invoice Cloud accepts card-present and card-not-present transactions from Visa, Master Card, American Express and Discover cards.
	Card-Present (from business clients that perform on-site card swipe)
	Cardholder data is collected (Full Track), at Point of Interaction, from clients that perform card swipe (AES128) and transmitted over the Internet, utilizing TLS 1.0, 1.1 or 1.2, (AES128) to a third-party provider (Magensa, LLC) for decryption and downstream transmission to Invoice Cloud Web Portal utilizing TLS 1.0 (AES 128). The collected PAN, Expiry, Name is sent upstream, by Invoice Cloud, to Chase Paymentech, Sage Payment Solutions or BridgePay via TLS 1.2 (AES128). After authorization, Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and PAN, Name, Expiry in a Microsoft SQL Server 2014 database for refunds or recurring payments. Cardholder data that is older than 730 days is programmatically removed from the database every day.
	Card-not-Present
	Interactive Voice Response (IVR), Telephone payments (MOTO) captures PAN, Expiry by a third-party provider (Vocantas, Inc and Selectron Technologies, Inc). The Third Party transmits the CHD to Invoice Cloud Web Portal via TLS 1.0, 1.1 or 1.2 (AES128). Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds and recurring payments. Cardholder data that is older than 730 days is programmatically removed from the database every day.
	E-Commerce card-not-present transactions, PAN, Expiry and Name are received via the online portal web application and transmitted upstream, by Invoice Cloud, to Chase Paymentech, Sage Payment Solutions or BridgePay utilizing TSL 1.2 (AES128). After authorization, Invoice Cloud encrypts PAN and Expiration Date with AES 256-bit encryption and stores the data in a Microsoft SQL Server 2014 database for refunds or recurring payments. Cardholder data that is older than 730 days is programmatically removed from the database every day.

Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.	Not Applicable

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Rackspace Data Center	1	Dulles, VA USA
Operations Center	1	Memphis, TN USA

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? ☐ Yes ☒ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Not Applicable	Not Applicable	Not Applicable	☐ Yes ☐ No	Not Applicable

Part 2e. Description of Environment

Provide a *high-level* description of the environment covered by this assessment.	The Invoice Cloud payment portal is collocated at the Rackspace data center in Dulles, VA USA.
For example:	The in-scope environment included in the assessment consists of firewalls, processor connections TLS 1.2 ASE128 (Chase Paymentech, Sage Payment Solutions and BridgePay), IVR (Vocantas, Inc, Selectron Technologies, Inc), workstations, servers, DMZ Zone and the Internal Zone. The DMZ Zone contains the publicly-accessible web server cluster that hosts the online portal. The Internal Zone consists of the Microsoft SQL 2014 Server Cluster.
• Connections into and out of the cardholder data environment (CDE).	
• Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.	

Does your business use network segmentation to affect the scope of your PCI DSS environment? (Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)	☒ Yes ☐ No

Part 2f. Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated? If Yes: Name of QIR Company: QIR Individual Name: Description of services provided by QIR:	☐ Yes ☒ No
Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?	☒ Yes ☐ No

If Yes:

Name of service provider:	Description of services provided:
Rackspace	Colocated Data Center, Server, eCommerce hosting
Magensa, LLC	CHD Encryption/Decryption Services
Vocantas, Inc	Interactive Voice Response System
Selectron Technologies, Inc	Interactive Voice Response System
Chase Paymentech	Processing, Transmission
Sage Payment Solutions	Processing, Transmission
BridgePay	Processing, Transmission

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- **None** – All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:	Invoice Cloud Payment Portal Website			
PCI DSS Requirement	Details of Requirements Assessed			
	Full	**Partial**	**None**	**Justification for Approach** (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)
Requirement 1:	☐	☒	☐	1.2.2.a-b – Routers not in use, 1.2.3.a-b – Wireless not in use
Requirement 2:	☐	☒	☐	2.1.1.a-b-c-d-e – Wireless not in use 2.6 – Not a shared hosting provider
Requirement 3:	☐	☒	☐	3.5.1 – a best practice until January 31, 2018, 3.6. – does not share encryption keys with customers 3.6.6.a-b – Manual clear-text key management operations are not performed
Requirement 4:	☐	☒	☐	4.1.1 – Wireless is not in use
Requirement 5:	☒	☐	☐	
Requirement 6:	☒	☐	☐	
Requirement 7:	☒	☐	☐	
Requirement 8:	☐	☒	☐	8.5.1 – No remote access to customer premises
Requirement 9:	☐	☒	☐	9.9, 9.9.1.a-b-c, 9.9.2.a-b, 9.9.3.a-b – No POI devices present
Requirement 10:	☐	☒	☐	10.8.a-b, 10.8.1.a-b – A best practice until January 31, 2018
Requirement 11:	☐	☒	☐	11.2.3.a-b-c – No significant changes

				11.3.4.1.a-b – A best practice until January 31, 2018
Requirement 12:	☐	☒	☐	12.4.1.a-b, 12.11.a-b, 12.11.1.a - A best practice until January 31, 2018
Appendix A1:	☐	☐	☒	Not a shared hosting provider
Appendix A2:	☐	☒	☐	A.2.1- No POS POI's

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	*August 7, 2017*	
Have compensating controls been used to meet any requirement in the ROC?	☐ Yes	☒ No
Were any requirements in the ROC identified as being not applicable (N/A)?	☒ Yes	☐ No
Were any requirements not tested?	☐ Yes	☒ No
Were any requirements in the ROC unable to be met due to a legal constraint?	☐ Yes	☒ No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated August 7, 2017.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (*check one*):

☒	**Compliant:** All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby Invoice Cloud has demonstrated full compliance with the PCI DSS.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby *(Service Provider Company Name)* has not demonstrated full compliance with the PCI DSS. **Target Date for Compliance:** An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4.*
☐	**Compliant but with Legal exception:** One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. *If checked, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:
(Check all that apply)

☒	The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version 3.2, and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
☐	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☒	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☒	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

☒	No evidence of full track data[1], CAV2, CVC2, CID, or CVV2 data[2], or PIN data[3] storage after transaction authorization was found on ANY system reviewed during this assessment.
☒	ASV scans are being completed by the PCI SSC Approved Scanning Vendor Trustwave.

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[1] Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

[2] The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

[3] Personal Identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 3b. Service Provider Attestation

Signature of Service Provider Executive Officer ↑	Date: 8-7-2017
Service Provider Executive Officer Name: Robert Chevul	Title: VP, Systems and Security

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	Angel Gonzalez, QSA, performed PCI-DSS v3.2 Assessment, reviewed evidence, performed remote interviews and evidence reviews and wrote the Report on Compliance.

Signature of Duly Authorized Officer of QSA Company ↑	Date: August 7, 2017
Duly Authorized Officer Name: Michael Aminzade	QSA Company: Trustwave

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	Not Applicable

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement. Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions, (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	☒	☐	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☒	☐	
3	Protect stored cardholder data	☒	☐	
4	Encrypt transmission of cardholder data across open, public networks	☒	☐	
5	Protect all systems against malware and regularly update anti-virus software or programs	☒	☐	
6	Develop and maintain secure systems and applications	☒	☐	
7	Restrict access to cardholder data by business need to know	☒	☐	
8	Identify and authenticate access to system components	☒	☐	
9	Restrict physical access to cardholder data	☒	☐	
10	Track and monitor all access to network resources and cardholder data	☒	☐	
11	Regularly test security systems and processes	☒	☐	
12	Maintain a policy that addresses information security for all personnel	☒	☐	
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	☒	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS	☒	☐	

![Payment brand logos: American Express, Discover, JCB, MasterCard, VISA]

CHASE Paymentech™

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952
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:	County of St. Johns Board of County Commissioners		TAXPAYER ID	59-6000825
REGISTERED TRADE NAME			**BUSINESS START DATE (MM/DD/YYYY)**	01/01/1821
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)	500 San Sebastian View			

CITY	St. Augustine	STATE	FL	ZIP CODE	32084
PRIMARY CONTACT	Allen MacDonald		TELEPHONE #	904-819-3669	

TYPE OF ENTITY

☐ INDIVIDUAL / SOLE PROPRIETOR   ☐ PARTNERSHIP   ☐ CORPORATION

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

■ GOVERNMENT AGENCY   WEBSITE URL: www.sjcfl.us

WHAT MERCHANDISE DO YOU SELL OR SERVICES DO YOU PROVIDE?   Utilities

TYPE OF OWNERSHIP:

☐ PUBLIC CORPORATION   STOCK EXCHANGE   TICKER SYMBOL   ■ OTHER: Government

☐ PRIVATE   ☐ NON PROFIT   ☐ SUBSIDIARY OF PUBLIC COMPANY

STATE OF FORMATION	FL	DATE OF FORMATION (MM/DD/YYYY)	01/01/1821
TRADING SYMBOL		FISCAL YEAR END (MM/DD/YYYY)	
HAS MERCHANT EVER FILED BANKRUPTCY? ☐ YES ■ NO	IF YES, WHAT CHAPTER?	FILING DATE:	EMERGENCE DATE:

▶ 2	OWNERS
	EACH OWNER 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.

NAME		TAX ID NUMBER		DATE OF INCORPORATION	
(INDIVIDUAL/SOLE PROPRIETEOR USE HOME ADDRESS) (NO PO BOX OR PAID MAILBOX) STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
PERCENT OWNERSHIP	%				
(IF ENTITY) IS ENTITY PUBLICLY TRADED?	☐ YES ☐ NO	STOCK EXCHANGE		TICKER SYMBOL	

NAME		TAX ID NUMBER		DATE OF INCORPORATION	
(INDIVIDUAL/SOLE PROPRIETEOR USE HOME ADDRESS) (NO PO BOX OR PAID MAILBOX) STREET ADDRESS				TELEPHONE NUMBER	
CITY		STATE		ZIP CODE	
PERCENT OWNERSHIP	%				
(IF ENTITY) IS ENTITY PUBLICLY TRADED?	☐ YES ☐ NO	STOCK EXCHANGE		TICKER SYMBOL	

DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY?

☐ YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)   ■ NO

NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)

COMPANY PRESIDENT:	Hunter S. Conrad, Clerk of Court and Comptroller				

(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)

STREET ADDRESS	4010 Lewis Speedway				
CITY	St. Augustine	STATE	FL	ZIP CODE	32084
COMPANY CFO:	Allen MacDonald				

(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)

STREET ADDRESS	4010 Lewis Speedway				
CITY	St. Augustine	STATE	FL	ZIP CODE	32084

IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?
☐ YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)   ☒ NO

▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)	Allen MacDonald	TITLE (please print)	Chief Financial Officer
TELEPHONE NUMBER	904-819-3669	EMAIL ADDRESS:	fincoc@sjccoc.us
SIGNATURE	*Allen MacDonald*	DATE:	4/5/18

▶ 5 CERTIFICATION

I, the undersigned, being an officer/principal of St. Johns County Board of County Commissioners 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, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)	Conrad S. Hunter	TITLE (please print)	Clerk of Court and Comptroller
SIGNATURE	*Hunter Conrad*	DATE	4/10/18

(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.

STREET ADDRESS	4010 Lewis Speedway				
CITY	St. Augustine	STATE	FL	ZIP CODE	32084

▶ 6 SUBMITTER NAME

SUBMITTER NAME	Invoice Cloud, Inc.

*Note: Each Merchant is required to submit a W9 with this application.

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 **Invoice Cloud, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Invoice Cloud, 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 Invoice Cloud, 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 Invoice Cloud, Inc. service. We understand and acknowledge that you have contracted with Invoice Cloud, Inc. to obtain Card processing services on your behalf and that Invoice Cloud, 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 Invoice Cloud, 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;

(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 Invoice Cloud, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Invoice Cloud, 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: Bank of America Merrill Lynch

Account Name: County of St. Johns Board of County Commissioners

Bank Routing Number: 063100277

Account Number: 898052399955

Reference: _____

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 Invoice Cloud, 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:

County of St. Johns Board of County Commissioners
_____
MERCHANT LEGAL NAME (Print or Type)

500 San Sebastian View St. Augustine, FL 32084
_____
Address (Print or Type)

Hunter Conrad
_____
By (authorized signature)

Hunter S. Conrad, Clerk of Court and Comptroller
_____
By, Name, Title (Print or Type)

4/10/18
_____
Date

Agreed and Accepted by:

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

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

For Transactions for: ___County of St. Johns Board of County Commissioners___

CHASE ◆ ™
Paymentech

Schedule A to Merchant Agreement

Assumptions

Transaction - Related Assumptions

Annual Payment Transaction Volume	48,000	Average Transaction Amount	$ 65.00

1. Processing Fees - *(Fees applied to every transaction)*

Transaction Fees & Authorization Fees

Visa Settled Transactions	See Volume Schedule
MasterCard Settled Transactions	See Volume Schedule
American Express Conveyed Transactions	No Charge
Diners Settled Transactions	See Volume Schedule
Discover Settled Transactions	See Volume Schedule
JCB Settled Transactions	No Charge

Visa Authorizations	See Volume Schedule
MasterCard Authorizations	See Volume Schedule
American Express Authorizations	See Volume Schedule
Diners Authorizations	See Volume Schedule
Discover Authorizations	See Volume Schedule
JCB Authorizations	See Volume Schedule

2. Per Incidence Fees – *charged every time your account incurs one of the below items*

Per Incidence Fees – Authorization & Voice Authorization Related

Visa Auth Reversal - Visa authorization reversal misuse prevention	See Volume Schedule
MasterCard Auth Reversal - Visa authorization reversal misuse prevention	See Volume Schedule
Audio Response Unit Authorization – Charged when voice auth is handled by automated system	$.50
Voice Authorization - Charged when you call the Voice Auth phone number to authorize a credit card	$.90
Voice AVS Request - Charged to speak to voice operator for each Voice Address Verification request	$.90
Voice Authorization Reversal - Charged for each voice authorization reversal	$.90
Voice AVS Authorization - Charged per each voice Address Verification Service authorization	$1.75
Voice Operator Assist - Charged for each voice operator assistance	$1.75

Per Incidence Fees – Chargeback Related

Visa, MasterCard, Diners, Discover or JCB Settled Chargeback Processed or Represented	$7.00
Visa, MasterCard, Diners, Discover or JCB Collection, Pre-Arbitration or Compliance	$10.00

Per Incidence Fees – Funding Related

ACH Transfer Fee - Charged for each ACH (transmission of funds) sent to your account	$.50

For Transactions for: County of St. Johns Board of County Commissioners

Per Incidence Fees – Funding Related	
Wire Transfer Fee - Per each funding via wire transfer	$10.00

Per Incidence Fees – Miscellaneous Transaction Related	
Rejected Transaction	$.03
Paymentech Gateway Transaction	$.01
Point of Sale Terminal Item Authorized	$.02
Point of Sale Terminal Item Authorized Wireless	$.02
Point of Sale Terminal Item Authorized TCP/IP	$.02
Point of Sale Terminal Item Authorized Special/Misc.	$.02
Point of Sale Terminal Item Authorized Frame Relay	$.02
Point of Sale Terminal Item Authorized Lease Line	$.02
Point of Sale Terminal Item Authorized Netconnect TCP/IP	$.02
Point of Sale Terminal Item Deposited	$.02
Point of Sale Terminal Reject Transaction	$.02

3. One Time and Periodic Fees

One Time Fees	
Not Applicable	

Monthly Fees	
Monthly Paymentech Gateway Fee (per division)	No Charge

4. Other Fees

Per Incidence Fees – Statement & Supply Related	
Monthly Fax/Mail Reporting Fee - Charged each month Paymentech faxes or mails statements (whether at the request of Merchant or because delivery to a valid email address has failed)	$50.00
Postage, Supplies, Equipment & Other Services -- service fees will be charged at the time of order	Current Market

5. Payment Brand Fees – Assessed on each transaction. *The Payment Brands assess fess on each transaction processed through their network(s). These fees, generically referred to herein as Payment Brand Fees, consist of interchange fees, assessments, data usage fees, and access fees.*

Payment Brand Fees - Interchange Fees. *Paymentech will "pass through" to merchant an amount equal to the applicable interchange rate established by the Payment Brands.*	
Visa	Pass-Through
MasterCard	Pass-Through
Diners	Pass-Through
Discover Settled	Pass-Through
JCB	Pass-Through

Payment Brand Fees – Assessments. *Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.*	
Visa Assessments - Debit Transactions	0.13%
Visa Assessments – Credit Transactions	0.13%
MasterCard Assessments (Credit transactions < $1,000.00 and all Debit transactions)	0.12%
MasterCard Assessments (Credit transactions > $1,000.00)	0.14%

For Transactions for: County of St. Johns Board of County Commissioners

Payment Brand Fees – Assessments. Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.	
Discover, Diners, & JCB Assessments	0.13%

Payment Brand Fees - Data Usage Fees	Credit	Debit
Visa Acquirer Processing Fee	$0.0195	$0.0155
MasterCard Network Access and Brand Usage (NABU) Fee (Charged per Authorization and per Refund)	$0.0195	$0.0195
Discover, Diners, & JCB Card Data Usage Fee	$0.0195	$0.0195

Payment Brand Fees – Access Fees. Paymentech will "Pass through" to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.

MC Acquiring License Fee*	Charged on MasterCard Gross Sales volume. See Additional information under Payment Brand Fees below.	.004%
MC Digital Enablement/Card Not Present Fee	Charged on MasterCard Card Not Present Gross Sales volume.	.010%
Discover, Diners, or JCB Network Authorization Fee	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network	$.0025
MC Auth Access Fee – AVS Card Present	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address	$.01
MC Auth Access Fee – AVS Card not present		$.01
MC Auth Access Fee	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available	$.005
MC Card Validation Code 2 Fee	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request	$.0025
MC SecureCode Transaction Fee	Charged on MasterCard SecureCode transactions that are sent for verification	$0.03
MC Account Status Fee - Intra-regional	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid	$.025
MC Account Status Fee - Inter-regional		$.03
Visa Zero $ Acct Verification Fee		$.025
MC Processing Integrity Fee	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. *the minimum fee amount for a Final Authorization is $.04	
Pre Authorization		$.045
Final Authorization*		.250%
Visa Misuse of Authorization Fee		$.093
Visa Zero Floor Limit Fee	Charged when a transaction is deposited but never authorized	$.20
Visa Transaction Integrity Fee	Applies to Visa Debit and Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories.	$.10
MC Ineligible Chargeback Blocking Fee	Charged when a fraud related Chargeback is blocked by MasterCard.	$3.00
MasterCard Cross Border Assessment Fee	Charged by MasterCard, Visa, Discover, Diners and JCB on foreign bank issued cards	.60%
Visa International Service Assessment Fee		.80%
Discover, Diners, & JCB International Service Fee		.80%
MC International Support Fee	Additional fee charged by Visa, MasterCard, Discover, Diners and JCB on foreign bank issued cards	.85%
Visa Interregional Acquiring Fee (IAF) (other MCC's)		.45%
Visa Interregional Acquiring Fee (IAF) (high risk MCC's)		.90%

For Transactions for: _County of St. Johns Board of County Commissioners_

Payment Brand Fees – Access Fees. Paymentech will "Pass through" to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.		
Discover, Diners, & JCB International Processing Fee		.50%
Visa Partial Auth Non-Participation Fee	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization.	$.01
MC Global Wholesale Travel Transaction Program B2B Fee	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.	1.57%
Visa Global B2B Virtual Payment Service Fee	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.	1.55%

6. Periodic Fees

Monthly Fees	
Visa Fixed Acquirer Network Fee – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa per tax ID based on Merchant Category Code (MCC), dollar volume, number of merchant locations, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.	Pass-Through
MasterCard Merchant Location Fee — MasterCard Merchant Location Fee of $1.25 will be applicable for each month with $200.00 or more in MasterCard volume. This fee will be assessed annually in May based on the previous 12 months activity.	$1.25

Payment Brand Fees

A substantial amount of the fees that we charge for processing Transactions consists of charges that we must pay to the Payment Brands and card issuing banks (or that are otherwise charged to us by the Payment Brands and card issuing banks) under the Payment Brand Rules. These charges (collectively referred to in this Schedule A as "Payment Brand Fees") include, but are not limited to, interchange, assessments, file transmission fees, processing fees, network access fees, and cross border fees. Whether a particular Payment Brand Fee applies is based on several factors, like the type of Payment Instrument presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Fees. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Fees at any time in the future, upon notice to you. No such Payment Brand Fees will be imposed retroactively.

Additional information about significant Payment Brand Fees (Interchange and Assessments), can be found at: www.chasepaymentech.com/interchange_and_assessment_understanding.html

*MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Paymentech MasterCard-accepting merchants, a rate of .004% will be applied to all of your MasterCard gross sales transactions.

Amount due upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with the terms of the Agreement, including, without limitation, the "Termination" section.

For Transactions for: _County of St. Johns Board of County Commissioners_

Volume Schedule

Tier Level	Term Transaction Volume	Volume Range	Per Visa or MasterCard Auth Reversal Misuse Prevention	Per Bankcard, Discover, and Diners Settled Authorizations	Per American Express and JCB Authorizations	Per Bankcard, Discover, and Diners Settled Transactions
Tier 1	First 1,000,000	1 – 1,000,000	$.03	$.03	$.10	.05%
Tier 2	Next 9,000,000	1,000,001 – 10,000,000	$.02	$.02	$.05	.03%
Tier 3	Over 200,000	10,000,001 +	$.01	$.01	$.035	.02%

The above grid applies to Bank Card, Discover, and Diners transactions beginning as of the date of the first submission of Bank Card Transactions to Paymentech and continues for the term of the Agreement. We agree to rebate fees only in the case where we fail to reduce the transaction fee when Merchant's volume reaches the next grid level.

For Transactions for: _County of St. Johns Board of County Commissioners_

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Pricing Schedule to Agreement
Electronic Check (eCheck)

Electronic Check (eCheck) Assumptions

Transaction - Related Assumptions: *(All eCheck transactions from all divisions and subsidiaries will be processed by Paymentech)*

Annual eCheck Transactions	48,000	Avg eCheck Transaction Amount	$ 65.00

1. Common Transaction Types.

Transaction & Authorization Fees

eCheck Validation (Online Only) - This fee is assessed when using a 'Validate Only' action code and when the transaction passes Validation. Validation includes format and data edit checks bank routing number checks and comparison to Paymentech proprietary internal negative file. Note: Validation also occurs with every deposit transaction in batch at no charge.	See Volume Schedule
eCheck ACH Transaction – This fee is assessed for successfully deposited eCheck transactions indicating the bank account has been successfully debited or credited.	See Volume Schedule
eCheck Prenote Transaction – This fee is assessed when a prenote transaction is run which is a zero dollar transaction that determines whether the account number information is valid.	See Volume Schedule
eCheck Redeposit Transaction – This fee is assessed when an ACH return occurs and the merchant has authorized Paymentech to resubmit the item to the ACH network. Only transactions returned for insufficient or uncollected funds can be resubmitted.	$.035
eCheck ECP Deposit Check (Facsimile Draft) Deposit - Paper (Facsimile) Drafts are created when a transaction is not eligible for ACH processing. The transaction is sent to the bank outside of the ACH network.	$5.00
eCheck Redeposit Paper Draft - This fee is assessed when a paper return occurs and the merchant has authorized Paymentech to resubmit the item through the banking system (e.g. NSF Returns / Uncollected Funds).	$.04

2. Per Incidence Fees – *charged every time your account incurs one of the below items*

Per Incidence Fees – Returns/ACH Fees/Dishonored Return Fees:

ACH Return/ACH Dishonored Return Processed/Represented - This fee is assessed every time an item which has been presented for deposit into the ACH network is returned by the RDFI (consumer bank) or when Paymentech dishonors a late return originally initiated from the RDFI.	$.25
eCheck Notification of Change – This fee is assessed when Paymentech receives a change notice from RDFIs (consumer's bank) on bank format changes (Routing/Account Number). This information is conveyed back to our clients as a NOC when an old or previous Routing/Account Number is used. This is particularly important for clients who store consumer profiles.	$.07
Deposit Matching - This fee is assessed whenever a transaction that is submitted with old routing/bank account information is updated by our NOC system with the corrected bank information. The system updates are based on Notification of Changes that have been stored in our NOC database.	$.75
Facsimile Draft Return/Dishonored Paper Return Processed/Represented - This fee is assessed for those items which have been presented to the RDFI as Paper Drafts but have been returned or when Paymentech dishonors a late return.	$.10

Per Incidence Fees – Miscellaneous Transaction Related

eCheck Reject Fee – Submitted transactions are validated prior to deposit. If the transaction fails validation this fee is charged instead of the eCheck ACH Transaction fee.	$.04

For Transactions for: County of St. Johns Board of County Commissioners

3. Other Fees

Per Incidence Fees

eCheck ACH Unauth Entry Fee - This is a mandatory pass through fee used to compensate the issuing banks involved in processing all unauthorized returns through the ACH network; R05, R07, R10, R29, R51. This fee is assessed to each unauthorized return received daily as set forth by the ACH network and is a non-negotiable rate.	$4.50

eCheck Annual Volume Schedule

Tier Level	eCheck Transaction Volume	Volume Range	Per Validation Transaction	Per eCheck ACH / eCheck Prenote Transaction
Tier 1	First 1,000,000	1 – 1,000,000	$.0200	$.040
Tier 2	Next 9,000,000	1,000,001 – 10,000,000	$.0150	$.035
Tier 3	Over 10,000,000	10,000,001 +	$.0125	$.025

The above grid applies to ECP transactions beginning as of the date of the first submission of ECP Transactions to Paymentech and continues for the term of the Agreement. We agree to rebate fees only in the case where we fail to reduce the transaction fee when Submitter's volume reaches the next grid level.

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Addendum to Application for Merchant Account with Chase
New Division Request

Date: __4/5/18__   Company ID#: __63576__

Projected Live Date: __4/4/18__

Section 1: Company Information

Company Legal Name: __Invoice Cloud, Inc__

Contact Name: __Robert Lapides__   Phone #: __781-848-3733__

Fax #: __877-256-8330__   Email Address: __blapides@invoicecloud.com__

Transactions processed for this new set up request belong to:
Merchant whose company legal name is represented above...
     OR
An Additional Company whose legal name is: __County of St. Johns Board of 🅖__ and is a   ☐ wholly-owned

☐ partially owned   ☑ affiliate   ☐ registered DBA or ☐ other _____ of the merchant noted above.

On behalf of   __Invoice Cloud Inc__

(Company Legal Name)

I, __Robert Lapides__,   __President, GUB Division__,

     (Print Name)   (Title)

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

Section 2: Report Center and Transaction History Contacts

1. Please be sure to include the information below for all employees who need to access Transaction History and Report Center via Paymentech Online.
2. Standard reporting consists of financial and chargeback activity reports; some reports may have fixed default levels.
3. <u>Please note:</u> You, the merchant, are responsible for advising Chase of changes in Paymentech Online contacts. Chase assumes no responsibility or liability of any kind for Merchant's failure to advise Chase of changes to or elimination of Paymentech Online Users.

Please be sure to complete all fields below:

☑ Mr. ☐ Mrs. ☐ Ms.   Name: __Robert Lapides__   Title: __President, GUB Division__

Phone #: __781-848-3733__   Email Address: __blapides@invoicecloud.com__

Address: __30 Braintree Hill Office Park, Suite 303__   City: __Braintree__

State/Prov: __MA__   Zip/Postal Code: __02184__   Country: __USA__

Does this User require access to: ☐ Transaction History ☐ Report Center ☑ Both

Account Masking: ☐ First 6/Last 4 ☑ Last 4

Should this User's access mirror another Users access?   ☐ Yes, provide User ID _____

Does this User have an existing User ID?   ☐ Yes, provide User ID _____

☐ Mr. ☑ Mrs. ☐ Ms.   Name: __Martha Greer__   Title: __SVP of Operations__

Phone #: __781-848-3733__   Email Address: __mgreer@invoicecloud.com__

Address: __30 Braintree Hill Office Park, Suite 303__   City: __Braintree__

State/Prov: __MA__   Zip/Postal Code: __02184__   Country: __USA__

Does this User require access to: ☐ Transaction History ☐ Report Center ☑ Both

Account Masking: ☐ First 6/Last 4 ☑ Last 4

Should this User's access mirror another Users access?   ☐ Yes, provide User ID _____

Does this User have an existing User ID?   ☐ Yes, provide User ID _____

For additional Users, please request an additional Report Center and Transaction History form.

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Section 3: Chargeback Contact: *(required)* IQA *(Manager/supervisor – one who assigns work to MCAs)*
MRQA *(Manager/supervisor – one who assigns work to MRAs)*
NOTE: This is the contact will receive any documents that need to be mailed and/or faxed.

☐ Mr. ☐ Mrs. ☒ Ms. Name: Barbara Chestna   Title: Accountant

Phone #: 781-353-2415   Email Address: 877-256-8330

Address: , 30 Braintree Hill Office Park, Suite 303   City: Braintree

State/Prov: MA   Zip/Postal Code: 02184   Country: USA

Does this User require access to: ☒ Report Center ☐ None
Account Masking: ☐ First 6/Last 4 ☒ Last 4

Chargeback Contact: *(required)* MCA *(Merchant Chargeback Analyst – one who works the chargebacks)*
MRA *((Merchant Retrieval Analyst – one who works the retrievals)*

NOTE: If no contact information is provided below MCA/MRA roles will be assigned to the IQA/MRQA contact noted above

☐ Mr. ☐ Mrs. ☐ Ms. Name: Title:

Phone #:   Email Address:

Address: City:

State/Prov: Zip/Postal Code: Country:

Does this User require access to: ☐ Report Center ☐ None
Account Masking: ☐ First 6/Last 4 ☐ Last 4

Section 4: Business Unit *(if different from division name)*

Parent Business Unit Name (if applicable):	*(up to 30 bytes)*	Parent Bus.Unit # (if applicable):
Business Unit Name: County of St. Johns, BOCC	· *(up to 30 bytes)*	**Business Unit #:**

Section 4a: Business Unit Financial Contact (not applicable if same as Company financial contact)
(The person from whom we can obtain financial information and who is authorized to request and sign for all banking changes for a single business unit.)

☒ Mr. ☐ Mrs. ☐ Ms. Name: Allen MacDonald   Title: Chief Financial ○

Phone #: 904-819-3669   Email Address: fincoc@sjccoc.us

Address: 4010 Lewis Speedway   City: St. Augustine

State/Prov: FL   Zip/Postal Code: 32084   Country: USA

Section 5: Existing Funds Transfer Instruction (FTI) *(if new banking see New Bank Account Information section)*
If funds should be deposited to an existing funds transfer instruction please complete the following:

Will this division utilize an existing Funds Transfer Instruction # (FTI#)?
If yes, provide existing FTI #
(If FTI # is not provided a NEW Funds Transfer Instruction (FTI#) will be created)

Section 6: Existing Bank Account Information *(if new banking see New Bank Account Information section)*
If funds should be deposited to an existing bank account but require a NEW Funds Transfer Instruction please complete the following:

Will funds be deposited into an existing Bank Account already set up with Chase?
If yes, provide existing Bank Account #
(If existing Bank Account # is supplied the New Bank Account section does not need to be completed)

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Section 7: New Bank Account Information (Complete this section only if New Bank Account is required)

Check only one of the 7 options below	Settlement Currency in which we will fund to you	Deposit (Country where your Bank Acct Resides)	Complete all sections listed:
Option #1 ▣	USD	USA	A Only
Option #2 ☐	CAD	CAN	B1 and B3
Option #3 ☐	USD	CAN	B2 and B3, D3, D4
Option #4 ☐	USD	Int'l _____ (list country funds are being deposited in)	C1 to C3, D1, D3, D4

Note: If this request relates to an account **not held** at JPMorgan Chase Bank, National Association or Chase Bank USA, National Association, please attach an original voided check (starter check and bank statements not applicable) or a bank letter of verification in order to allow processing of this request. Please ensure your bank allows debit ACH.

Section A: U.S. Bank Account Information (Select Only One Method of Transfer)

▣ ACH		0	6	3	1	0	0	2	7	7			(ABA #)
☐ Wire Transfer **													(Fedwire #)
BIC/Swift Transfer *													(Swift Code: 8 to 11 characters)

Note: *BIC/Swift code is required if your division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default. **Wire transfer requires both ACH ABA Routing # and Fedwire #.

Special Wire Instructions: (60 characters) | _____

Bank Account #: __**898052399955**__   Company Name: __County of St. Johns Board of County Commissioners__
(as appears on bank account)

Financial Institution Name: __Bank of America__

City: __Richmond__   State: __VA__   Zip/Postal Code: __23261__   Country: __United States__

▣ Checking or ☐ Savings

Section B: Canadian Bank Account Information (Transfer Method EFT Only)

B1	Institution Number:				EFT Branch Transit Number:					
B2	BIC/Swift Code: (8 to 11 characters)								(required if settlement is USD)	

B3   Bank Account # _____   Company Name: _____
(as appears on bank account)

Financial Institution Name: _____

City: _____   Province: _____   Postal Code: _____   Country: __Canada__

☐ Checking or ☐ Savings

Section C: International Final Destination Bank Account Information (Account Where the Funds are Deposited)

C1	BIC/Swift Code: (8 to 11 characters)											
C2	Sort Code: (Required in Great Britain Only)											

C3   IBAN/Bank Account # _____
(IBAN required for all Banking located in European Union Countries)

Company Name: (As appears on Bank account) _____

Financial Institution Name: _____

City: _____   State/Province: _____   Postal Code: _____   Country: _____

Special Wire Instructions: (60 characters) _____

Section D: Corresponding/Clearing Account Information

(For International Deposits going through JPMorgan Chase in London; Intermediary is not required. Complete Section "C" only)

D1	BIC/Swift Code: (8 to 11 characters)											
D2	Sort Code: (Required in Great Britain Only)											
D3	Wire Transfer: (USA Only)									(Fedwire #)		

D4   Financial Institution Name: _____

City: _____   State/Province: _____   Postal Code: _____   Country: _____

Special Wire Instructions: (60 characters) _____

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Section 8: Products and Services

Please indicate if you will be using any of the following additional services. Please note that some of these services may require an additional contract addendum, registration and/or information if you currently do not have the service. *(For information on these services, please contact your Chase Relationship Manager)*

1. ☐ **Account Updater** (Visa, MasterCard and Discover for U.S. and Canada Only, MasterCard for UK Only):
   ☐Submitting or ☐Extracting *(if extracting Indicate # of Days:* _____ *(1-180 days) (if Orbital Gateway default is Submitting)*

2. ☐ **MC SecureCode**

3. ☐ **MCID – MasterCard Assigned ID** *(6 digit numeric ID required)* | | | | | | |

4. ☐ **Authorization Recycling** Output Options: ☐ Total *(recommended)* ☐ Standard
   # of recycle attempts: _____ *(Default is 3 if left blank)* # of days between attempts: _____ *(Default is 3 if left blank)*

Section 9: Taxpayer ID *(W-9 required if new U.S. entity and/or taxpayer ID, W-8 required for Canadian entities)*

Transaction Division's Taxpayer ID: **59-6000825**   Legal Entity Name: County of St. Johns Board of County Commissioners
(As shown on your Income Tax Return, required for Canadian divisions if processing Discover and/or Diners)

Section 9a: 1099K Contact Information *(Required for new U.S. Taxpayer ID's)*

1099K Contact Name: Allen MacDonald   Email address : fincoc@sjccoc.us
Contact to receive the 1099K mailing at the address supplied on the W-9, required with W-9's only

Section 10: Transaction Division Information *(Required for credit approval and transaction processing)*

Transaction Division Name: St. Johns County Utility
(This field is limited to 30 characters, including spaces)

Currency *(list only 1 each per division)*   Settlement: US   Presentment: US
*** If Multi-Currency, please provide both the Presentment and the Settlement Currencies***

Division Location Street Address: 1205 SR 16
(Must be a street address, P.O. Boxes not acceptable)

City: St. Augustine   State/Province: FL
(City, State and Postal Code will be utilized for Retail transactions as the primary information on the customer's statement)
Zip/Postal Code: 32084   Country: USA

The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned that the full merchant legal name or the abbreviation of the merchant name be utilized. The abbreviation must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. The asterisk cannot be used for Retail Merchants.

Cardholder Descriptor *(For all card types with the exception of American Express):*

S	t	.		J	o	h	n	s		C	o	u	n	t	y		C	o	m	m	i

Customer Service Phone # (Customer Service Phone # Required for Mail Order, Recurring, Retail and Discover/Diners):

9	0	4	-	2	0	9	-	2	7	0	5	

URL (URL is optional, if phone number is provided above):

Internet service providers and ecommerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions; URL must only be 13 characters and must contain the top level domain or suffix (example ".com").

Product/Service Description (Enter product/service information; example: clothing, books, membership, etc.):

U	t	i	l	i	t	y				

MCC Code (Provide MCC utilized for previous processing (this will be considered in conjunction with the product/service description):

				Optional

Maximum Sales Transaction Amount	$ 125,000.00	Avg. Transaction Price:	$ $65.00
Maximum Refund Transaction Amount	$ 2500.00	Avg. # Trans. Per Year:	96000 (Settled Only)
(Default $25,000 U.S. Dollars or equivalent International currency per transaction)		Projected Refund %:	5BP %

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Section 10: Transaction Division Information (Continued)

How will your customer provide credit card information when they order your product or service? (Select only one)	How do you market this product or service? (Select only those that apply)	Please select the consumer's payment option for this division: (Select only one)	Please check if applicable:
⃞ Retail ⃞ Mail Order (Marketing Material Required) ☑ Internet (Please complete Internet Transactions section)	⃞ Catalog ⃞ Direct Mail ☑ Internet ⃞ Space Ad ⃞ Television ⃞ Outbound Telemarketing ⃞ Other _____	☑ Single payments ⃞ Installment payments ⃞ Deferred payments ⃞ Recurring payments (transactions managed by merchant/submitter)	☑ Bill Payment A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder. (i.e. membership or insurance, etc.)

Section 10b: Internet Transactions

Please provide full website address: www.invoicecloud.com/St.JohnsCountyBoardofCountyCommissioners

If Internet is selected and the website is not yet available to consumers, please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your Account Executive.

If Internet, please advise: (Select those that apply)	Can a consumer place their order and provide credit card info (or electronic check) via this website?	Is the website secure (i.e., will the information that the consumer provides, such as their name and credit card number, be encrypted) so that it can't be read or intercepted by others?
☑ SSL ⃞ SET ⃞ No encryption method	☑ Yes or ⃞ No	☑ Yes or ⃞ No

Section 10c: Profile – billing & delivery of goods and services

Do you stock product? ⃞ Yes ☑ No Do you own the product at the time of sale? ☑ Yes ⃞ No Do you provide custom orders at time of sale? ⃞ Yes ☑ No Do you drop ship the product? ⃞ Yes ☑ No If yes, what %: _____	Do you fill your own merchandise orders? ☑ Yes ⃞ No If no, who is your fulfillment service bureau? _____ Fulfillment Contact: _____ Phone # : _____

When will you charge your customer for an order?
⃞ Bill Advanced ⃞ Bill on Order ☑ Bill after Shipment ⃞ Bill Arrears ⃞ Other:

Section 11: Methods of Payments

Please indicate if you will be using any of the following additional card types/methods of payment. Please note that some of these services may require an additional contract amendment, pricing and/or information if you currently do not have the service.
(For information on these services, please contact your Chase Relationship Manager)

☑ **Visa** ☑ **MasterCard** *(U.S. and CAD)*

(U.S. as a default Discover will be enabled except for those merchants that are retained by Discover or do not have a company location address in the United States. U.S. Discover Diners and JCB will be enabled whenever Visa and MC are enabled.)

⃞ **Discover Conveyed** *(U.S. only)*

Discover Service Establishment # (SE#)															(15 bytes)

⃞ **PINless Debit** *(U.S Only, Not applicable for retail merchants)*

Please select the network vendors that you have approval from: NYCE ⃞   STAR ⃞   Pulse ⃞   Accel ⃞

⃞ **PIN Base Debit** *(Applicable to retail merchants only)   See PIN Base Debit attributes in section Terminals, Software and PIN Based Debit*

⃞ **Discover Canada** *(CAD only)* ⃞ **Discover Diners Canada** *(CAD only)* ⃞ **Visa Debit** *(CAD only)* ⃞ **MC Debit** *(CAD only)*

⃞ **Interac Debit** *(CAD only) See section Terminals, Software and PIN Based Debit for additional processing method requirements*

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Section 11a: Methods of Payments

☑ American Express *(U.S. and CAD Only)*

*If you're annual U.S. American Express volume is $1,000,000.00 or less, or your Canada annual **American Express and JCB** Charge volume is $500,000.00 or less, your acceptance will be through the American Express Opt Blue Program.*

- *Canadian setups will be enabled for **American Express and JCB** for all American Express Opt Blue qualified merchants*
- *Next section is not required for American Express Opt Blue qualified merchants except when opting out*
- *Additional documentation may be required*

*This section is used **only** if you're annual U.S. American Express volume is **greater** than $1,000,000.00 or your Canadian American Express and JCB Charge volume is **greater** than $500,000.00 (or you are an ineligible Merchant Segment, Franchise or unauthorized to participate in OptBlue as determined by American Express) **or you have opted out of** American Express Opt Blue and you wish to accept American Express Cards.*

(Conveyed) Service Establishment # (SE #) ☐☐.☐☐☐☐☐☐☐☐☐☐☐

As a rule: U.S. SE # should begin with "1-8"; International SE # should begin with a "9"; Canadian SE # should begin with a "93"; International SE # valid on some multi-currency divisions depending on presentment currency. Each currency pair should have a separate SE #.

AMEX Parameter Information

Cardholder Descriptor: *(Appears on American Express cardholder statement; all other card types use descriptor in Section 9)*

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

TAA #1: _____	*(22 characters)*	TAA #2: _____	*(22 characters)*
TAA #3: _____	*(22 characters)*	TAA #4: _____	*(22 characters)*

Do you support American Express Partial Authorization? (Please select one of the following options if applicable)	How have you been classified as a merchant by American Express? (Please select one of the following options if applicable)
☐ Auth and Balance Return	☐ Aggregator
☐ Partial Auth	☐ Petroleum
☐ Both	☐ Neither

☑ Electronic Check Processing Parameter *(U.S. and CAD only, additional documentation may be required)*

Company Name: | S | t | . | | J | o | h | n | s | | C | o | u | n | t | y | .

Item Description: | U | t | i | l | i | t | y | | |

Preferred Delivery Method: *(select only one)*	How do you obtain authorization from consumers? *(Select only one)*
☑ Best Possible *(U.S. only)*	☐ Written consent *(U.S. and Canada)*
☐ ACH Only *(U.S. and Canada)*	☐ Telephone *(U.S. Only)*
	☑ Internet *(U.S. Only)*

ECP Maximum Sale Transaction Amount: _____   ECP Maximum Refund Transaction Amount: _____
If no amounts provided default will match Credit Card Transaction Amounts

☐ **Smart ECP Redeposit Opt In** *(if not selected, no redeposit events will be attempted)*
(If Smart ECP Redeposit Opt In is selected and below values are not filled in, the re-deposit option will default to "# of days" using 1 day as the # of days between attempts for both R01 and R09)

Number of Attempts: _____ (1 or 2) *(see above note for default values)*
Select only one option below:

☐ **Number of days between attempts** Indicate # of days between attempts: (1 - 99) if selected default is 1	☐ **Day of the week to perform attempts** (Indicate the day of the week the attempt should be made, Monday thru Friday, if this option is selected and left blank below, default is Friday).	☐ **Twice per month** (Redeposit will be processed on the 15th or last day of the current month)
R01: (Insufficient Funds) ____	R01: (Insufficient Funds) ____	R01: (Insufficient Funds) 2X per month
R09: (Uncollected Funds) ____	R09: (Uncollected Funds) ____	R09: (Uncollected Funds) 2X per month

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Section 11b: Methods of Payments

☐ **PayPal** *(U.S. only)*

Payer Email Address: _____

Note: (Must be a unique email address belonging to the merchants business and must be working at the time of account creation. No two accounts or divisions can share the same Payer email address.)

Customer Service Email Address: _____

Descriptor: | P | A | Y | P | A | L | * | | | | | | | | | | *18 bytes*

Primary Contact Name: _____ Phone: _____

Email Address: _____

Business Name: _____
(75 character limit and must not contain the following characters &, <, and >.)

Customer Service Phone# _____

Avg Trans Price: $ _____
Avg Trans/Yr: _____
Annual Revenue _____ %
(Percentage of annual revenue from online sales)

Primary Sales Venue:
☐ eBay
☐ Other Marketplace
☐ Other
☐ My Own Website

Authentication Method:
The method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one)
☐ PayPal Direct
☐ Cardinal Commerce Centinel *(if Cardinal Commerce, complete the next section):*

http: _____

Cardinal Commerce
Are you using CommercialWare Software to facilitate your Paypal Integration? Yes ☐
Time Zone *(based on merchant's location):* _____ SSL Security: (select one) ☐ HTTP or ☐ HTTPS
Technical Contact Name: _____ Phone: _____
Email Address: _____

Section 12: Processing Methods

1. Who will be submitting transactions to Chase? *(i.e. fulfillment co, submitter or ecommerce provider)*

Company Name: Invoice Cloud   Presenter ID # (PID) _____   Submitter # (SU): _____

2. Will this division utilize?

☐ PayPal/VeriSign or ☐ CyberSource – ☐ *CyberSource Initiated*

3. NetConnect Batch and/or Online Authorization?

Will you use NetConnect Batch for connectivity?   ☐ Yes

Will you use NetConnect Online Authorization for connectivity?   ☐ Yes

NetConnect Contact Name: _____   Phone #: _____

NetConnect Email Address: _____   User ID: _____ *(If existing)*

4. Will you be using the Orbital Payment Gateway?

Primary Contact: Tony Cordova

Address: 642 E Washington St.   City: Brownsville

State: TX   Zip/Postal Code: 78520   Country: USA

Phone #: 956-542-6825   Email *(required):* tcordova@invoicecloud.com

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: ☐ *Merchant or ☐ **Chain (default is Merchant)

*Merchant level – only permitted divisions are available. **Chain level - every new division created will automatically be available

Auto-Settle Time: none _____ AM/PM _____	Merchant Time Zone: _____	VT Import
(If blank, default will be no auto-settle time)	Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)	Functionality?
Auto-settle Time is available in 15-minute increments. Times will be rounded up to the next increment if a non-incremental time is provided.		☐ Yes
To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.		

Profile Management required? ☐ Yes   Level of access required: (default is merchant level)

Level of access: ☐ *Merchant or ☐ **Chain (default is Merchant)

*Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available

Auth Recycling? ☐ Yes   If Yes, # of recycle attempts: _____   # of days between attempts: _____

(Default is 1, maximum of 4)   (Default is 3, maximum of 4)

Hosted PayPage (HPP)? ☐ Yes

HPP Contact Name: _____   Profile Management required

Address: _____   City: _____

State: _____ Zip/Postal Code: _____   Country: _____

Phone #: _____   Email *(required):* _____

5. Will you be using the iTerminal/Online POS Terminal (OPT)? *(U.S Retail divisions only)*

Primary Contact: _____

Address: _____   City: _____

State: _____ Zip/Postal Code: _____   Country: _____

Phone #: _____   Email: *(required)* _____

Primary contact must be a contact at this company for security purposes

Primary Contact Level of access: ☐ *Merchant or ☐ **Chain (default is Merchant)

*Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available

Auto-Settle Time: _____ AM/PM	Merchant Time Zone: _____
(If blank, default will be no auto-settle time)	Note: The auto-settle time is based in the merchants time zone. (U.S. time zones only)
To meet 10 p.m. EST Host window, this should be set no later than 8 p.m. to allow Gateway to settle.	

OPT Only: Is iPP320 needed? ☐ Yes   ☐ No

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• Toll Free Phone (866) 428-4962 • CPS-Merchant_Services@chase.com

Section 13: Terminal, Software and Pin Based Debit

1. Point-of-Sale Software:

POS Software Name: _____

Capture Type: (select only one)	Communication Method: (select only one)	NetConnect Only: Where is software hosted/configured? (select only one)
☐ Host Capture	☐ Dial Dial Out Prefix (9,8, etc): ____	☐ Corporate Location
☐ Terminal Capture	☐ VPN/Frame	☐ Division Location
(Default is Host where applicable)	☐ NetConnect (If NetConnect, see next sections)	

NetConnect Only: Contact Name: _____   Phone #: _____

Email Address: _____

2. Equipment/Terminals Information: (Retail)

Purchase/Rental Options: (select only one – see Shipping Details if required)	Capture Type: (select only one)	Communication Method: (select only one)
☐ Purchase (U.S. Only)	☐ Host Capture	☐ Dial Dial Out Prefix (9,8, etc): ____
☐ Rental (U.S. and Canada Only)	☐ Terminal Capture	☐ Wireless ESN/MAN # ____
☐ Use existing equipment	(Default is Host where applicable)	(ESN or MAN numbers needed for programming of existing wireless equipment)
If purchase or rental, date needed by: _____		☐ NetConnect (Please see next section
Terminal quantity? ____ Terminal/Equipment Type: _____		for required NetConnect Contact Information)

NetConnect Only: Contact Name: _____   Phone #: _____

Email Address: _____

If Chase Mobile Checkout required please request a Chase Mobile Checkout Transaction and Report Access Form

3. PIN Pad: (Retail)

PIN Pad Type and quantity? *(for PIN Debit Only)* _____ Quantity: _____

Injection – Will you be using the Chase Encryption Key ☐ or you do own your own Encryption Key? ☐

Who will be injecting the Encryption Key into your PIN Pad?   (select only one – see Shipping Details if required)

☐ Chase ☐ Other -- Vendor Name: _____

4. PIN Debit: *(Applicable to retail merchants only)*

PIN Debit requires a PIN Pad – please complete PIN Pad section if applicable

If checked above, this division will be setup for the following network vendors with the exception of EBT:
(Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, and CU24)

EBT required? ☐ Yes   FCS #: _____ *(required if processing food stamp transactions)*

5. Shipping Details: Equipment/Kits/PIN Pads/ Imprinters Ship To Address (if different from division location)

Attention to: _____
        Please ensure a ship to contact will be available to accept shipment (Default will be store manager)

Ship to Address: _____

City: _____   State/Prov: _____   Zip/Postal Code: _____   Country: _____

Ship to contact's phone #: _____   Ship to contact's email: _____

6. Kits and Imprinters: *(Additional charges may apply)*

Do you require a "Re-Program" Kit? (Overlay, Quick Reference Guide, etc.)	☐ Yes	Do you require a Welcome Kit? (includes sales drafts, credit drafts, etc)	☐ Yes
Do you require an Imprinter Plate?	☐ Yes	Do you require an Imprinter?	☐ Yes
Type of Imprinter required:	☐ With Dater	☐ Without Dater	

New Division/cboo

CHASE 🟦

Section 14: Signature

I; _____Allen MacDonald_____ , _____Chief Financial Officer_____ ` represent and
              (Print Name)   (Title)*

warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.

Signer's name must appear as *Executive Contact or Financial Contact* outlined herein,

Allen Mac Donald   _4/5/18_
     Signature   Date

**In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you . are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.