AGREEMENT:

The Implementation, Hosting and Maintenance of the
Online Payment Portal Solution known as "MuniciPay"

Prepared for:

The Town of McCordsville, IN

AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and the Town of McCordsville, IN (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 6280 Vail Rd, McCordsville, IN 46055.

1. SERVICE: Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant may utilize MuniciPay as an online and in-person payment processing solution for the Department and Payment Types as listed in Section 3 below.

2. TERM: This Agreement shall be in effect for a period of three (3) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than thirty (30) days' written notice of its intent not to renew. Notwithstanding the foregoing, either party may terminate this Agreement for convenience at any time upon thirty (30) days' written notice to the other party.

3. DEPARTMENT AND PAYMENT TYPES: Merchant may use Municipay for the following payment transactions ("Payment Transactions"):

    *   Planning and Building Department
        o   Permits;
        o   Fees;
        o   Penalties.

4. SERVICE FEES: There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

    The Fees that Company may collect from Payers are as follows:

    o   Electronic Checks / ACH: $2.50
    o   Debit Cards / Credit Cards: 3.50% with a $3.00 minimum

    † The Fee for payments made via IVR shall include a $0.00 surcharge in addition to the amounts specified above.

5. MUNICIPAY PLATFORM AVAILABILITY: Company shall make the MuniciPay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows.

6. PROGRAMMING: Company shall not have access to any computer hardware of the Merchant. Company shall perform all programing and customization for Merchant within the MuniciPay solution.

7. BILLING DATA DELIVERY: If Merchant's use of the MuniciPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum of once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.

8. IN-PERSON DEVICES: Company shall provide the following devices to Merchant on the terms specified below:

    *   Merchant may purchase one (1) Augusta EMV device(s) -- $229/each
    *   Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
    *   All devices will have a one-year warranty

9. MAINTENANCE AND HOSTING; USE: Company will host and maintain the MuniciPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniciPay solution.

10. CUSTOMER SERVICE: Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.

11. MERCHANT'S PAYMENT OBLIGATIONS: Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniciPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).

12. PCI COMPLIANCE: Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.

13. OWNERSHIP AND LICENSE: Merchant shall have no ownership of the MuniciPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniciPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniciPay solution, and shall not use the MuniciPay solution for any unlawful or improper purpose or otherwise misuse the MuniciPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniciPay solution to accept payments.

14. CONTROLLING LAW. This Agreement shall be governed by the laws of the State of Indiana.

15. COMPLIANCE WITH LAWS. Both parties agree that, in performance of the Agreement, they will comply with any and all applicable state and federal laws, as well as local ordinances and regulations.

16. NON-DISCRIMINATION. Company agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

17. E-VERIFY. Pursuant to Ind. Code § 22-5-1.7-11, Company, by entering into this Agreement with Merchant, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Company is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Company affirms that it does not knowingly employ an unauthorized alien. Company further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

18. WAIVER. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

19. SEVERABILITY. The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

21. INDEMNIFICATION. Company shall completely indemnify, protect and hold harmless Merchant from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Merchant arising out of or relating to the terms of this Agreement for any cause of action alleging Company's

negligence, recklessness or intentional acts or omissions. Merchant shall also completely indemnify, protect and hold harmless Company from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Company arising out of or relating to the terms of this Agreement for any cause of action alleging Merchant's negligence, recklessness or intentional acts or omissions.

ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

FOR THE MERCHANT: **FOR AUTOAGENT:**

Company: Town of McCordsville   Company: Autoagent Data Solutions, LLC

Name: Greg Brewer   Name: Stacy Hunt

Signature: _____   Signature: _____

Title: Town Council President   Title: VP of Business Development

Address: 6280 Vail Rd.   Address: 433 Plaza Real, Suite 275

            McCordsville, IN 46055   Boca Raton, FL 33432