

Merchant Credit/Debit Card Agreement

This agreement is made on this ____ day of October, 2022 between i3 - BIS, LLC (COMPANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and the City of Deadwood, SD (CLIENT).

- ☐ WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and
- ☐ WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to Install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and
- ☐ NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

SCOPE OF WORK

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards by CLIENT for online tax payments. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

Payment Terms:

COMPANY will charge the following:

- 2.75% or \$1.50, whichever is greater, for credit & debit card transactions.

All transactions processed by the COMPANY will be collected directly from CLIENT's customers via the web site. Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

Performance. COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

Statement of Work (SOW). If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("SOW") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Policies. See "Attachment B" for BIS Refund Policies regarding commerce interchange.

1. INDEMNITY

i3-BIS, LLC will indemnify and hold the CLIENT harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

3. TERM AND TERMINATION

This agreement shall commence on December 1st, 2022, and shall continue in full force and effect for a period of one (1) year. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of South Dakota.

8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.

10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or its customers while performing the services stated within this agreement. "Confidential Information" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.

IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (i3-BIS, LLC)

CLIENT

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

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