

MVD SELF-SERVICE TERMINAL CONTRACT

This MVD SELF-SERVICE TERMINAL SERVICES CONTRACT (“SST Contract”) is entered into as of the 15th day of January, 2025, (“Effective Date” by and between the Effingham County Tax Commissioner (“Tax Commissioner”), with an address at P.O. Box 787, Springfield, GA 31329 and Intellectual Technology, Inc. (“ITI”), a Delaware corporation with an office at 2980 E. Coliseum Blvd., Fort Wayne, Indiana 46805.

WHEREAS, Tax Commissioner is interested in placing, and ITI is willing to install, one or more self-service terminals (“SSTs”) capable of offering certain Motor Vehicle Division (“MVD”) of the Department of Revenue (“DOR”) of the State of Georgia at designated locations (each an “SST Location” and collectively, the “SST Locations”), all of which are described on Schedule B attached hereto and made a part hereof;

WHEREAS, ITI desires to provide to Tax Commissioner, and Tax Commissioner desires to obtain from ITI, certain maintenance and related support services for the SSTs, all subject to the terms, provisions and conditions of this SST Contract; and

WHEREAS, Tax Commissioner and ITI both acknowledge that this SST Contract is subordinate to that certain agreement between the Georgia Department of Revenue and ITI for Self-Service Terminals and Related Services dated as of February 1, 2024 as amended or superseded by a subsequent agreement relating to the same or similar subject matter and any amendments thereto (“Master Agreement”), Tax Commissioner has had the opportunity to review the Master Agreement and it is made a part of This SST Contract; and any right granted to the Georgia Department of Revenue in the Master Agreement shall have priority over any conflicting right granted to Tax Commissioner under this SST Contract;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Self-Service Terminal Placement. Tax Commissioner and ITI will mutually agree to the number of SSTs to be placed at the agreed upon SST Locations. The parties agree that any changes to the SST Locations may be performed without amending this SST Contract. ITI shall issue a dated SST Location list to update the SST Locations, in the form provided in Schedule B. Should such list contain a location not approved by the parties, either party will have 60 days to provide written notice to correct the list. ITI and Tax Commissioner shall work together to jointly agree, in their reasonable discretion, on signage that can be used to notify the public of the SST. The SST will be available for use only during the normal business hours of the SST Locations.

2. Term. This SST Contract shall be for an initial term of one (1) year (the “Initial Term”) commencing the Effective Date and will automatically be renewed for additional one (1) year terms on each subsequent anniversary date unless the Tax Commissioner provides written notice to ITI more than sixty (60) days in advance of the anniversary date of its intent not to renew this SST Contract. The Initial Term, as extended from time to time, shall be referred to hereinafter collectively as the “Term.” The Term of this SST Agreement is subject to the term specified in Article II, Paragraph 1 of the Master Agreement. ITI may terminate this SST Contract at any time with sixty (60) days written notice.

3. SST Services and Functionality. ITI shall ensure that the SST will provide transactions on accounts linked real-time to the GA MVD as described on Schedule A. All services provided by ITI under this SST Contract shall be referred to herein as the “Services”.

4. Installation and Setup. ITI shall be responsible for the SST installation costs, including

data and electricity accessibility, at the SST Locations.

5. Maintenance of SST. ITI shall install, maintain, repair, and otherwise service the SSTs in SST Locations from time to time as provided in this SST Contract.

6. Information Security. Tax Commissioner will not have access to any confidential or personally identifiable information generated by the SST transactions unless such access is both permitted by law and explicitly authorized by GA DOR. ITI shall be responsible for all data integrity, data transmission and security of all confidential and personal information. Additional confidentiality and information security requirements shall be as provided for in the Master Agreement.

7. Servicing of SST. ITI shall service the SST and related equipment as often as is necessary to keep the SST properly supplied and in good working order. ITI will respond to on-site calls within four (4) hours between 8:00 a.m. and 5:00 p.m. Monday through Friday and between 8:00 a.m. and 4:00 p.m. Saturday. ITI will provide Tax Commissioner with either a local telephone number or a toll-free telephone number for service calls.

8. Fees; Reporting. The parties agree that the fees for the Services shall be as set forth on Schedule A. Each month ITI shall provide Tax Commissioner with a report of the total number of transactions for each SST for the prior month ("Report"). The Report will not include any personal information for any persons using the SSTs. ITI shall provide Tax Commissioner with web access to real-time reporting to enable Tax Commissioner to view fees and see all transactions performed for any period the SST has been in use.

9. Force Majeure. If either ITI or Tax Commissioner is delayed or unable to perform their obligations as a result of strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms, or other causes reasonably beyond such party's control and which could not have been reasonably anticipated by such party, then the time for performance of such party shall be extended by one (1) day for each day of such delay.

10. Independent Contractor. ITI and any and all of ITI's agents and employees shall act as independent contractors and not as agents or employees of Tax Commissioner or MVD. Nothing herein contained shall be construed as constituting the parties hereto as partners, agents of one another or joint ventures.

11. Confidentiality. The parties understand and acknowledge that in connection with the Services to be performed by ITI and the obligations of Tax Commissioner under this SST Contract, from time to time either or both ("Disclosing Party") may disclose to the other ("Receiving Party"), either in writing or orally, information relating to Disclosing Party's businesses, operations, organizations, financial conditions, plans, designs, marketing strategies and other confidential or proprietary information ("Confidential Information"). Receiving Party will use Disclosing Party's Confidential Information solely for the purpose of performing Receiving Party's obligations under this SST Contract unless otherwise agreed in writing between the parties. The parties agree that Disclosing Party's Confidential Information shall be and remain the exclusive property of Disclosing Party, and that Receiving Party will take, or cause to be taken, all reasonable steps to safeguard Disclosing Party's Confidential Information against unauthorized disclosure, using procedures and standards no less comprehensive than those used to protect Receiving Party's Confidential Information but in no case less than a reasonable standard of care. Notwithstanding anything set forth herein to the contrary, no information shall be considered Confidential Information, which (i) is or becomes publicly known through no wrongful act of Receiving Party; (ii) is received by Receiving Party from a third party without similar restriction and without breach of this SST

Contract; (iii) is independently developed by Receiving Party and Receiving Party can reasonably substantiate that the development occurred before disclosure; (iv) is required to be disclosed by law; or (iv) is approved for release by the written consent of Disclosing Party.

12. Consumer Credit Card Confidential Information. ITI shall comply with the Payment Card Industry (“PCI”) Data Security Standard, as promulgated and amended by the PCI Security Standards Council, and other applicable payment card industry security requirements with respect to consumer credit card information that is accessed, received or maintained by ITI. ITI is required to maintain certification pursuant to the PCI Data Security Standard throughout the Term.

13. Indemnification.

- (a) ITI’s Indemnification Obligations. The ITI shall indemnify and hold harmless the Tax Commissioner and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney’s fees, incurred or occasioned as a result of the acts or omissions of the ITI, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of Services under this Agreement; provided, however, that under no circumstances shall ITI’s total liability under this Agreement exceed the aggregate amount of all transaction fees paid to ITI under this Agreement. The ITI’s obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the Services, and shall survive the termination of this Agreement as provided herein.
- (b) Tax Commissioner’s Indemnification Obligations. To the extent permitted by Georgia law, the Tax Commissioner shall indemnify and hold harmless the ITI and its officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney’s fees, incurred or occasioned as a result of the acts or omissions of the Tax Commissioner, or its elected and appointed officials, officers, employees, and agents arising out of or in any way connected with this Agreement; provided, however, that under no circumstances shall Tax Commissioner’s total liability under this Agreement exceed the aggregate amount of all transaction fees paid to ITI under this Agreement. The Tax Commissioner’s obligation to indemnify pursuant to this paragraph shall survive the completion of the Services and shall survive the termination of this Agreement.

14. Insurance. ITI shall maintain during the Term, at its sole cost and expense, the following minimum valid, effective and collectible types of insurance:

- (a) Worker’s compensation or qualified self-insurance in compliance with the State of Georgia.
- (b) Employer’s liability insurance with a limit of not less than \$1 million for bodily injury by accident, \$1 million for bodily injury by disease and \$1 million for policy limits.
- (c) Commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than \$1 million each occurrence for bodily injury and property damage and personal and advertising injury, and \$1 million in products

and completed operations annual aggregate. Commercial General Liability policy or policies will: (i) provide that the insurance company has the duty to defend all insured's under the policy; and (ii) provide that defense costs are paid in addition to and do not deplete any of the policy limits. Tax Commissioner shall be named as additional insureds on this Commercial General Liability policy.

- (d) Business Auto Coverage with a limit of liability of not less than \$1 million for any one accident or loss for bodily injury and property damage and affording coverage for Owned, Hired, Rented and Non-Owned vehicles.
- (e) Professional Liability coverage with a limit of liability of not less than \$1 million for loss due to error, omission, or negligence of ITI, its contractors or its employees.
- (f) Data Breach insurance coverage not less than \$1 million.
- (g) ITI shall furnish Tax Commissioner with proof of the insurance required hereunder prior to installation of the SST.

15. Termination Obligations. Upon expiration or termination of this SST Contract for any reason, ITI and Tax Commissioner will account to each other for all matters outstanding with respect to this SST Contract. ITI will, at ITI's cost and expense, promptly remove and disconnect the SST (including all manuals, plugs, cables, and associated paraphernalia) after the termination of this SST Contract in a way that is least disruptive to Tax Commissioner's business and within fifteen (15) days after expiration or termination of this SST Contract. ITI shall pay directly all outstanding amounts relating to the SST data and phone lines. The termination of this SST Contract will not affect the rights of any party with respect to any damages it has suffered as a result of any breach of this SST Contract, nor will it affect the rights or obligations of each party with respect to liabilities or Claims that have accrued as a result of such breach including, without limitation, the foregoing obligations.

16. Repairs; Damage and Destruction. Tax Commissioner will have no obligation at any time during the Term to make any changes or repairs or improvements to any SST Location and ITI will accept each SST Location "as is". If any SST Location is damaged or destroyed by condemnation or other event, Tax Commissioner will have no obligation to repair or restore the same unless it elects to do so in its sole discretion. If Tax Commissioner does not elect or is unable to repair or restore the SST Location or relocate the SST, this SST Contract will immediately be deemed to have terminated without further liability of either party to the other, except for any other provisions of this SST Contract that survive termination.

17. Notices. All notices provided under this SST Contract shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, or by an express delivery service (such as UPS), and addressed to such party at its address set forth below. The address to which notices may be given as aforesaid to either party may be changed by written notice given by one party to the other as hereinabove provided.

Notices shall be sent to the following addresses:

- (a) If to ITI:

Intellectual Technology, Inc.
2980 E. Coliseum Blvd.
Fort Wayne, IN 46805

Attn: General Counsel
Tel: 260-459-8800
Fax: 260-459-8820
Email: bsmith@iti4dmv.com

(b) If to Tax Commissioner:

County of Effingham
Tax Commissioner: Daniel Rodewolt
Address: P.O. Box 787
Springfield, GA 31329
Phone:
Email: drodewolt@yahoo.com

18. Service Marks and Trademarks. ITI shall not, without Tax Commissioner's prior written consent, use the name, service marks of Tax Commissioner or the service marks or trademarks used by Tax Commissioner.

19. Publicity. All media releases, public announcements and public disclosures by either party relating to this SST Contract or the subject matter of this SST Contract, including promotional or marketing material or signs or posters posted on the SST or elsewhere, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, will be coordinated with and approved by the other party prior to release, which approval such party may withhold in its sole discretion. ITI will ensure that any approved publicity materials referring to Tax Commissioner remain current and accurate, and Tax Commissioner reserves the right to withdraw a previously granted approval and ITI will cease use of Tax Commissioner's name pending ITI's correction of any inaccurate materials.

20. Compliance with Law; Permits; Taxes. ITI shall comply with all applicable laws, rules and regulations with respect to the operation, maintenance and use of the SSTs and the utility hook-ups, including any leases applicable to the SST Locations. ITI will obtain, maintain in effect and pay the cost of all licenses or permits required for the operation, use and/or maintenance of the SST. ITI will pay all taxes and other payments required to be paid by ITI as a result of the SST transactions at the SST Locations.

21. Entire Agreement; Amendment. This SST Contract, along with the Master Agreement, constitutes the entire agreement among the parties with respect to the subject matter contained in this SST Contract, and supersedes all prior agreements, whether written or oral, with respect to such subject matter except for the Master Agreement. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

22. Assignment. ITI shall not assign this SST Contract or any portion thereof without the prior written consent of Tax Commissioner, with such consent not being unreasonably withheld. Any attempted assignment by ITI without the prior written consent of Tax Commissioner shall terminate this SST Contract without any notice to ITI of such termination. In the event that Tax Commissioner consents to an assignment of this SST Contract, ITI agrees to bind itself, its successors, assigns and legal representatives with respect to all covenants, agreements and obligations contained herein.

23. Severability. The invalidity of any provision of this SST Contract will not affect the validity and binding effect of any other provision and any invalid provision will be severed from this SST

Contract and the remainder of this SST Contract will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the parties.

24. Survival. The provision of this SST Contract which contemplates performance or observance subsequent to termination or expiration of this SST Contract will survive termination or expiration of this SST Contract and continue in full force and effect.

25. ADA Compliance. ITI represents and warrants to Tax Commissioner that the SST (including utility hook-ups) is, and during the Term will continue to be, compliant with the Americans with Disabilities Act.

26. Coordination of Services. The Coordination of Services shall be as described on Schedule A.

27. Minimum SST Requirements. The Minimum SST requirements shall be provided by ITI as described on Schedule A.

28. Relocation. Tax Commissioner may request that an SST be relocated within a Tax Commissioner office temporarily or permanently. If requested, ITI shall relocate the SST within thirty (30) days of written request by Tax Commissioner. Any SST relocation must be done by ITI and the new location must meet ADA guidelines.

29. Security. ITI acknowledges and agrees that the Tax Commissioner is not an insurer of the SST and Tax Commissioner shall have no responsibility to provide security for the SST.

30. Liens. ITI agrees to pay in full when due and discharge any claims for labor performed (or alleged to have been performed) in connection with the installation, operation and removal of the SST so as to prevent claims of lien being asserted against a SST Location or land upon which a SST Location is located. In the event of filing of such a lien, ITI shall immediately obtain a release of the lien in a manner satisfactory to Tax Commissioner.

31. Waiver. The failure of a party to insist upon strict performance of any of the covenants or restrictions contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants or obligations contained herein by the same or any other party.

32. Attorney's Fees. In the event any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this SST Contract or arising from the breach of any provision hereof, the prevailing party in any such action or proceeding shall be entitled to recover from the other party all costs, damages and expenses including reasonable attorney's fees (and reasonable attorney's fees on appeal) incurred by the prevailing party, whether or not such claim or controversy is litigated or prosecuted to judgment. The prevailing party will be that party which is awarded judgment as a result of trial or arbitration, or that party that receives a payment of money from the other party in settlement of claims asserted.

33. Governing Law; Jurisdiction. This SST Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction.

34. Counterparts/Electronic Signatures. This SST Contract may be executed in counterparts and delivered by U.S. Mail or established overnight courier service, postage or delivery charge prepaid,

each of which counterparts shall be deemed an original and all of which together shall constitute a single instrument, and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties hereto. Electronic signatures (copied, facsimile or PDF) shall be deemed originals for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this SST Contract has been executed by the parties hereto as of the Effective Date.

INTELLECTUAL TECHNOLOGY, INC.,

By: _____

Name: Drew Nicholson

Title: Chief Executive Officer

EFFINGHAM COUNTY TAX COMMISSIONER

By: _____

Name: Daniel Rodewolt

Title: Tax Commissioner

SCHEDULE A

1. Self-Service Terminal (“SST”) Services:

Fees are for Motor Vehicle services processed on ITI SSTs using GA DOR provided data.

GA MVD Services provided are: Personal motor vehicle registration renewals and Insurance Reinstatements. Other GA MVD/DOR services may be added to the SSTs in the future.

2. SST Payment and Printing Functionality:

The SST will have the following functionality:

UNIT	PAYMENT TYPE	REGISTRATION PRINTING
Small Kahuna “SK”	Credit, Debit cards	1- or 2-years registrations, 1 receipt printer
Surf Board “SB”	Credit, Debit cards	1-year registration, 1 receipt printer

3. Maintenance of SST

ITI shall be responsible for the maintenance and repair of the SST and its utility hookups and shall keep the SST and its utility hookups in good repair. ITI will be responsible for all supply costs, replenishing supplies, and for paying all costs for servicing the SST.

4. Minimum SST Requirements

In exchange for ITI installing the SSTs and covering costs of equipment, software, service support and supplies, there is a requirement to maintain a minimum of 600 Transactions per month to ensure the viability of the SST. Transactions performed on each kiosk by citizens from other counties apply toward the minimum. If multiple SSTs are located in the same county, the average aggregate quantities will be used to calculate minimums.

ITI will review performance of SST monthly and there will be a six (6) month grace period before responsibility to meeting minimums becomes effective. If an SST is not meeting the minimum after the six months grace period, the County Tax Commissioner agrees to make up the difference between actual transactions and the required 600 minimum transactions.

If an SST fails to meet the minimum transaction level after the grace period and The County Tax Commissioner declines to pay the difference for making up the minimum, ITI may unilaterally remove the kiosk(s) at ITI's expense.

5. Transaction Service Fees

Service Fee per Transaction:

- \$3.00 for each vehicle registration Transaction service at a county office kiosk location.
- \$3.95 for each vehicle registration Transaction service at a third-party "Partner" kiosk location.
- A “Transaction” is defined as issuance of a vehicle registration certificate and decal(s) for one vehicle.

Services Billing: Transaction charges can either be billed to kiosk users (“Customer”), Tax Commissioner, or be split between Customer and Tax Commissioner. Check one of the following:

☐ Charge all the fee to Tax Commissioner

☐ Charge all the fee to Customer

☐ Split charge: Tax Commissioner charge Customer charge .

6. Credit Card Processing Fees

ITI charges a credit card processing fee for each transaction where either a credit card or debit card is used for the total amount of the fee owed by the Customer. The credit card fee is charged at the time of transaction.

- The Credit Card fee for credit or debit cards payments is 2.25%

Credit Card processing fees can be either charged to Customer or Tax Commissioner:

☐ Charge Customer 2.25% of total fees charged.

☐ Charge Tax Commissioner 2.25% of total fees charged.

ITI shall utilize its preferred payment facilitator to process all charges made through a kiosk. Contractor will notify Tax Commissioner of its assumption of payment facilitation requirements and remove third-party processor. Tax Commissioner agrees to reasonably cooperate with ITI to complete any required agreement with ITI for such purpose.

Per Schedule C attached hereto, Parties acknowledge that the Tax Commissioner is considered a merchant with respect to the credit or debit card payments processed by the self-service kiosks and that VitalChek is providing services to ITI to process such payments. As such, the Tax Commissioner agrees that the fee and payment terms outlined on Schedule A will apply to this Agreement to the extent they relate to how credit and debit payments will be processed and paid to the Tax Commissioner. Notwithstanding the foregoing, since the Tax Commissioner is not a party to the Payment Solutions Services Agreement attached hereto as Schedule C, the Parties specifically agree that the Tax Commissioner is not obligated to perform any of ITI's obligations or duties under the terms of the Payment Solutions Services Agreement, including but not limited to Section 8 and Section 13 of said agreement.

7. Service Fee Billing Frequency

ITI will provide a monthly report listing all County SST transactions to County Tax Commissioner. If there are any fees to be paid by the County Tax Commissioner, ITI will bill monthly in arrears for any fees owed.

8. Awareness Campaigns

- (a) The Parties agree that for the kiosk program to be successful, both Parties must be engaged in marketing efforts to help create public awareness about the availability and services that the kiosks provide. To that end, the Tax Commissioner shall:
 - (i) Include information about kiosk program on the vehicle registration renewal notices.
 - (ii) Post the following signage at Tax Commissioner offices and offices offering motor vehicles services:
 - (1) Window clings at entrance(s) to facility,
 - (2) Office signage including at kiosk if one is currently in operation at the location,
 - (3) Include kiosk services in available informational MVD video loop.

- (iii) Expand Tax Commissioner website to feature kiosks on home page as well as:
 - (1) include a geo-mapping functionality for users to locate closest kiosk option,
 - (2) At Tax Commissioner's discretion, to use the ITI's microsite or state developed web page.
- (iv) Employee awareness training (what kiosks will do and where they are available),
- (v) Attend ribbon-cutting ceremonies and distribute press releases,
- (vi) Leverage existing social media.

(b) Similarly, Contractor shall be responsible for:

- (i) Development of key messaging,
- (ii) Advertising design (with Tax Commissioner and third-party approvals),
- (iii) Providing Tax Commissioner and third-party signage,
- (iv) Developing kiosk monitor awareness video,
- (v) Providing kiosk specific microsite if agreed by Parties,
- (vi) Assist Tax Commissioner with website optimization for Google and Yahoo searches (SEO plugin and keyword monitoring),
- (vii) Attend ribbon-cutting ceremonies and create press releases,
- (viii) Measure tactical results (develop a program performance matrix).

9. Coordination of Services

(a) Tax Commissioner Responsibilities.

- (i) Provide access to business and technical documentation as necessary for ITI to complete the tasks identified under the SST Contract to which this Schedule A is attached.
- (ii) Properly market kiosk program by placing information on county home page of web site, placing signs in all offices, and placing information in renewal notices.
- (iii) For SST's installed in County Office(s), personnel responsible for the kiosk program are required to go through annual training on device tampering and inspection procedures.
- (iv) For SST's installed in County Office(s), County is responsible to check ID's of all technicians prior to allowing them access to the SSTs, printers, etc.
- (v) County is responsible to inform ITI when employees are no longer employed that have Repository accounts.

(b) Provide County Tax Commissioner Contact name below that is responsible for overseeing ITI's performance and completion of requested Services, and to whom all communications relative to those Services be addressed is:

Name:

Address:

Email:

Tel:

Cell:

Fax:

SCHEDULE B

Date: [Month] [Day], [Year]

FOR: [Name] COUNTY, GEORGIA

ITI is responsible for coordinating all installations with the approved County contact. All SST locations must meet ADA guidelines and be in a location that can be secured.

County Office Locations:

ITI is responsible for data installation and County will be responsible for providing dedicated electrical hookup.

UNIT	ADDRESS
"BK"	
"SB"	

Future SST locations can be added or removed without amendment, so long as the Parties agreement is contained in any writing or as otherwise provided in the SST Contract.

Partner locations:

ITI is responsible for any third-party contracts required to locate SSTs in partner locations, and for coordinating installation and placement within the partner site. ITI will also be responsible for data and electricity installation and on covering on-going service cost.

UNIT	ADDRESS
"SK"	
"SB"	

SCHEDULE C

Payment Solutions Agreement



LexisNexis® VitalChek Network Inc.

Payment Solutions Service Agreement

This agreement ("**Agreement**") is entered into as of April 15th, 2021 (the "**Effective Date**"), by and between LexisNexis VitalChek Network Inc. ("**VitalChek**") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Intellectual Technology, Inc. on its behalf and on behalf of the applicable Government Agency (the "**Customer**"), with a place of business located at 2980 E. Coliseum Blvd Fort Wayne, Indiana 46805.

WHEREAS, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

WHEREAS, Customer acting on behalf of and for the benefit of government agencies ("**Government Agency**") wishes to provide consumers who desire to pay for services rendered by mutually agreed Government Agencies, the option of paying for such services using certain credit or debit cards or checks (as more particularly described hereinafter, the "**Payment Services**");

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. Customer shall, at its expense, provide at mutually agreed upon facilities of Customer or the applicable Government Agency the hardware and/or software required for the Payment Services and for Customer to use the Payment Services solely to mutually agreed Government Agencies.
2. VitalChek will make payment to Customer in an amount equal to the applicable charges for all properly authorized requests in connection with governmental fees or services rendered by the applicable Government Agency and which are correctly processed through the Payment Services. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
3. VitalChek will charge the consumer certain service fees ("**Fees**") for the use of the Payment Services, and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. Customer agrees that as the provider of the Payment Services, VitalChek acts as Customer's agent for transaction processing and payment purposes.
4. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
5. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, the MasterCard Site Data Protection program and the NACHA rules (collectively, the "**Rules**"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "**Laws**").
6. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "**VitalChek Policies**"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's



compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

7. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
8. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer, a Government Agency, their employees or contractors, and businesses or consumers that make payments to a Government Agency served by Customer. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
9. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
10. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Payment Services or provided by VitalChek.
11. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
12. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE PAYMENT SERVICES FURNISHED HEREUNDER.
13. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury, except for claims related to a Security Event due to VitalChek's negligence, which shall not exceed five million dollars (\$5,000,000.00).

A "Security Event" is the unauthorized acquisition or access of or to personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use.
14. Customer will include the terms of this Agreement in its agreement with each applicable Government Agency. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
15. This Agreement shall be construed and enforced in accordance with the laws of the State where the applicable Government Agency is located.

[Remainder of this Page is Intentionally left Blank. Signature Page to Follow.]



IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

INTELLECTUAL TECHNOLOGY, INC.

DocuSigned by:
Signature: Robert Drew Nicholson

By: Robert Drew Nicholson

Title: President/COO

Date: 4/27/2021

LEXISNEXIS VITALCHEK NETWORK INC.

Signature: [Signature]

By: Jeff Blafke

Title: Vice President, General Manager

Date: 28 Apr 21

