

LOCAL GOVERNMENT PARTICIPANT SUB-MERCHANT PROCESSING AGREEMENT

NIC Services, LLC (**Payment Facilitator**), First Data Merchant Services LLC (**Provider**), and Wells Fargo Bank, N.A. (**Bank** and together with Provider, **Servicers**) will provide Lee County (**Sub-Merchant**) with certain Card processing services. Capitalized terms used in this Agreement are defined in Appendix 1.

Sub-Merchant is entering into this agreement due to its election to participate in the e-Payment Collection and Processing Services Contract (the **Master Contract**) in order to accept payments by credit card, charge card, and debit card, as authorized by section 215.322, Florida Statutes (F.S.).

By entering into this Local Government Participant Sub-Merchant Processing Agreement (the **Agreement**), Sub-Merchant agrees to comply with the (1) Network Rules as they pertain to Card information it receives through the Payment Facilitator service and (2) Your Payments Acceptance Guide to the extent applicable to Sub-Merchant. Servicers and Payment Facilitator understand and agree that Sub-Merchant and Payment Facilitator have entered into a shared responsibility model service agreement and in some cases Payment Facilitator will be performing these compliance items on behalf of the Sub-Merchant. As between Sub-Merchant and Servicers, Sub-Merchant is still obligated to ensure compliance and Servicers will hold Sub-Merchant responsible for such performance.

1. Acceptance of Cards

Sub-Merchant agrees to comply with Your Payments Acceptance Guide, to the extent applicable to Sub-Merchant, and all Network Rules, as such may be changed from time to time. Sub-Merchant understands that Servicers may be required to modify Your Payments Acceptance Guide and the Agreement from time to time in order to comply with requirements imposed by the Networks. Servicers may change the Your Payment Acceptance Guide by providing Sub-Merchant with thirty (30) days' prior written notice of the change. Changes to this Agreement must be effectuated by a written amendment entered into between the parties. However, changes required by the Networks will be effective immediately or as required by the Networks, whichever is later.

In offering payment options to customers, Sub-Merchant will accept all types of Visa and/or MasterCard cards, including consumer credit and debit/check cards and commercial credit and debit/check cards. If Sub-Merchant chooses to limit the types of cards it accepts, it must comply with Network Rules and display appropriate signage to indicate acceptance of the limited acceptance category selected.

For recurring transactions, Sub-Merchant must obtain a written request or similar authentication from Sub-Merchant's customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

Upon Servicers' receipt of the Transaction Data for Card transactions, Servicers will process the Transaction Data to facilitate the funds transfer from the various Networks for the Card sales. After Servicers receive credit for such Transaction Data, subject to Servicers' other rights under this Agreement, Servicers will provide provisional credit to Sub-Merchant's Settlement Account, which is subject to adjustment as provided by this Agreement and the Network Rules.

Sub-Merchant must not submit transactions for payment until the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, a Chargeback may result.

3. Chargebacks

Chargebacks can be received for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) a refund is not issued 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 allegedly 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 but in an unsatisfactory manner. Chargebacks shall be debited from Sub-Merchant's Settlement Account.

4. Fees

Sub-Merchant will pay Payment Facilitator as set forth in the Master Contract. For the avoidance of doubt, Sub-Merchant will not pay any fees to Servicers for their services under this Agreement. Payment Facilitator will pay Servicers in accordance with the Payment Facilitator Addendum to the Bankcard Addendum to the Master Services Agreement among Payment Facilitator and Servicers (**PFAC Agreement**).

5. Reserve *[Intentionally omitted]*

6. Financial Information

Sub-Merchant will promptly provide Servicers with the Annual Financial Report required by section 218.32, F.S., upon request. Further, upon request, Sub-Merchant will provide financial statements or other information requested by legal and regulatory authorities or the Networks. Sub-Merchant will also provide other information concerning Sub-Merchant's compliance with the terms and provisions of this Agreement as Servicers may reasonably request.

7. Data Security and Privacy

In the event that Sub-Merchant receives Card information (such as the cardholder's account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement, Sub-Merchant agrees that it will not use Card information for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (**PCI DSS**) or applicable law. If at any time Sub-Merchant believes that Card information has been compromised, Sub-Merchant must notify Provider and Payment Facilitator promptly, and Sub-Merchant and Payment Facilitator must provide notice to the proper parties in accordance with the Master Contract's Attachment 2, Statement of Work, Section 10.3, Core Platform and Security Breach. Sub-Merchant must ensure Sub-Merchant's compliance and that of any third party service provider utilized by Sub-Merchant, with all security standards and guidelines that are applicable to it and published from time to time by Visa, MasterCard or any other Network, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (**CISP**), the MasterCard Site Data Protection (**SDP**), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS (**Payment Application Data Security Standards**) (collectively, the **Security Guidelines**). If any Network requires an audit of Sub-Merchant due to a data security compromise event or suspected event, Sub-Merchant agrees to cooperate with such audit. Sub-Merchant 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 Sub-Merchant or as specifically allowed by Network Rules, Your Payments Acceptance Guide, or required by law.

8. Term; Events of Default

This Agreement shall be in effect upon signing by all parties and shall remain effective through termination of the Master Contract.

If any of the following events shall occur (each an **Event of Default**):

- (i) a material adverse change in your financial condition; or
- (ii) irregular Card sales by Sub-Merchant, excessive Chargebacks (as determined by the Networks), noncompliance with any applicable data security standards, as determined by Servicers, of any Network, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in Servicer's sole discretion, may increase Servicer's exposure for Sub-Merchant's Chargebacks or otherwise present a financial or security risk to Servicers; or
- (iii) any of Sub-Merchant's conditions, covenants, obligations or representations or warranties in this Agreement

are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or

- (iv) Sub-Merchant shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against Sub-Merchant in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (v) a violation by Sub-Merchant of any applicable law or Network Rule or Servicers' reasonable belief that termination of this Agreement or suspension of services is necessary to comply with any law, including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury or Sub-Merchant's breach, as determined by Servicers, of its requirement to comply with all applicable laws

then, upon the occurrence of (1) an Event of Default specified in subsections (ii), (iii), or (v), Servicers shall provide Sub-Merchant and Payment Facilitator with notice and an opportunity to cure within thirty (30) calendar days, after which Servicers may consider this Agreement to be terminated immediately, without additional notice, and (2) any other Event of Default, Servicers shall provide Sub-Merchant and Payment Facilitator with notice and an opportunity to cure within forty-five (45) calendar days, after which this Agreement may be terminated by Servicers giving not less than ten (10) days' notice to Sub-Merchant and Payment Facilitator; provided, however, that the thirty (30) day notice period set forth in (1) and the forty-five (45) day notice period set forth in (2) of this section shall not apply in any instance where the Networks or legal authorities require Servicers to terminate without such notice periods.

Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement.

If any Event of Default shall have occurred and regardless of whether such Event of Default has been cured, Servicers may, in Servicers' sole discretion, exercise all of Servicers' rights and remedies under applicable law and this Agreement other than the right to terminate, which shall only be exercised as stated above.

The Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Agreement is terminated for cause, Sub-Merchant acknowledges that Servicers may be required to report its business name and the names and other information regarding its principals to the Networks for inclusion on such list(s). However, in the event that this Agreement is terminated for cause based solely on Payment Facilitator's action or failure to act, Servicers will not provide Sub-Merchant's information to the Networks unless otherwise required by the Networks. Sub-Merchant expressly agrees and consents to such reporting if Sub-Merchant is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Networks. Furthermore, Sub-Merchant agrees to waive and hold Servicers harmless from and against any and all claims which Sub-Merchant may have as a result of such reporting.

Servicers may terminate this Agreement at any time and for any or no reason upon the provision of sixty (60) calendar days' prior notice. Servicers may also temporarily suspend or delay payments to Sub-Merchant during a fraud event or as required by legal authorities or the Network.

Sub-Merchant may terminate this Agreement at any time for any or no reason upon the provision of sixty (60) calendar days' prior notice. Additionally, if the Master Contract is terminated for any reason, this Agreement will also be terminated. For the avoidance of doubt, Sub-Merchant's obligation to pay under the Master Agreement and to perform under this Agreement is contingent upon an annual appropriation by the Legislature.

If this Agreement is terminated, all amounts payable under this Agreement shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Sub-Merchant, and the obligations to pay for obligations associated with transactions Sub-Merchant submits to Servicers shall survive termination of this Agreement.

9. Warranties; Exclusion of Consequential Damages; Limitation on Liability

This Agreement and any addenda is an agreement for services and except as expressly provided in this Agreement, and any addenda, Servicers and Servicers' Affiliates disclaim all representations or warranties, express or implied, made to Sub-Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any services or any goods provided incidental to the Services provided under this Agreement.

Notwithstanding anything in this Agreement and any addenda to the contrary, in no event shall Servicers and Servicers' Affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

Notwithstanding anything in this Agreement and any addenda to the contrary, Servicers and Servicers' Affiliates' cumulative liability, in the aggregate to the Sub-Merchant (inclusive of any and all claims made by Sub-Merchant against Servicers and/or Servicers' Affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement and any addenda) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by Servicers from Payment Facilitator under the PFAC Agreement for services performed pursuant to this Agreement in the immediately preceding 12 months.

Payment Facilitator is providing services under this Agreement to effectuate its provision of a larger scope of services provided for in the Master Contract. Therefore, Sub-Merchant, in addition to all rights and remedies available to it at law, has all rights and remedies against Payment Facilitator available to it under the Master Contract, and Payment Facilitator's liability to Sub-Merchant is limited only to the extent limited in the Master Contract.

Sub-Merchant shall be responsible for losses, damages, costs, or expenses arising or resulting from (i) Sub-Merchant's misrepresentation or breach of warranty, covenant, or any provision under this Agreement; or (ii) Sub-Merchant's or Sub-Merchant's employees'/agents' fraud, gross negligence, willful misconduct or failure to comply with applicable law and this Agreement. Sub-Merchant is responsible for reimbursing Payment Facilitator for applicable Network fines and assessments pursuant to the Master Contract; however, if Sub-Merchant fails to reimburse Payment Facilitator for fines and assessments resulting from a failure to comply with applicable Network Rules, Servicers may directly collect such amounts from Sub-Merchant. Other than the liability associated with reimbursement for Network fines and assessments, Sub-Merchant's liability for any claim arising from this Agreement is limited to compensatory damages no greater than \$100,000.00 or 10% of the average annual amount paid to Servicers to provide the services outlined in this Agreement, whichever is less. In the event that Sub-Merchant is liable for a claim within the first year of this Agreement, the average annual amount will be determined by averaging the monthly amount paid to Servicers to provide the services outlined in this Agreement and multiplying it by twelve (12).

10. Confidentiality

Servicers and Sub-Merchant acknowledge and agree that the other(s) may be providing to it, and that it may become aware of, information of the other(s) that is confidential, trade secret, or otherwise not subject to disclosure under chapter 119, F.S., or other Florida or federal law, including, but not limited to, financial information and other information related to Servicers' and Sub-Merchant's business operations (**Confidential Information**). Servicers and Sub-Merchant agree that they will maintain the confidentiality of such Confidential Information, and they shall not disclose any such Confidential Information to any other person or entity (other than to their employees, agents, contractors, representatives, and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this Agreement), except as required by law. In the event disclosure of any Servicer Confidential Information is required by law, Sub-Merchant shall provide Servicers with prompt notice thereof, unless prohibited by law or court order, so that Servicers may seek an appropriate protective order or other remedy. Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which: (a) at the time of disclosure is already in the possession of

the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed Confidential Information; (c) is or becomes publicly available through no wrongdoing of the receiving party; or (d) becomes available to the receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to subpoena, court order, or the order of any other authority having jurisdiction; provided that, the receiving party shall provide the disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order and if receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such Confidential Information, receiving party may disclose such Confidential Information upon written notice to disclosing party unless prohibited by law or court order.

11. Visa and MasterCard Disclosure

Member Bank Name: Wells Fargo Bank, N.A.
Bank mailing address: P.O. Box 6079, Concord, CA 94524
Bank Phone Number: 844-284-6834

Important Member Bank Responsibilities


- (a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Sub-Merchant Agreement.
- (c) The Bank is responsible for educating Sub-Merchants on pertinent Visa and MasterCard Rules with which Sub-Merchants must comply; but this information may be provided to Sub-Merchant by Payment Facilitator.
- (d) The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.


Important Sub-Merchant Responsibilities

- (a) In the event Sub-Merchant obtains Card Information, ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below Network thresholds.
- (c) Review and understand the terms of the Agreement.
- (d) Comply with Network Rules.
- (e) Retain a signed copy of this Disclosures Page.

Acknowledge receipt of Visa and MasterCard Disclosures:

Lee County

(Sub-Merchant)
 By: 
DocuSigned by: 680E7E4B9D28424...
 Name: Roger Desjarlais
(Please Print or Type)
 Title: County Manager
 Date: 11/23/2021

NIC Services, LLC
(Payment Facilitator)
 By: 
DocuSigned by: 90E4F71A209C483...
 Name: Sloane Wright
(Please Print or Type)
 Title: President
 Date: 12/1/2021

12. Miscellaneous

- a. Compliance with Laws.** Each party agrees to comply with all laws, regulations, and Network Rules applicable to it, and each is responsible for its own costs and compliance with such.
- b. Force Majeure.** No party shall be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the party or its employees or agents contributed to the delay and the delay is due

directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is immediately available to the party. In case of any delay the party believes is excusable, the party shall notify all other parties in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the party first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE PARTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Sub-Merchant. The parties shall not be entitled to payment of any kind from Sub-Merchant for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any force majeure event. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the party shall perform, unless Sub-Merchant determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Sub-Merchant, in which case Sub-Merchant may (1) accept allocated performance or deliveries from the party, provided that the party grants preferential treatment to Sub-Merchant with respect to products subjected to allocation, (2) purchase from other sources (without recourse to and by the party for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Agreement quantity, or (3) terminate the Agreement in whole or in part.

- c. Notices.** All notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, if to Sub-Merchant, at 2115 Second Street Fort Myers Florida 33901 or by e-mail at rdesjarlais@teegov.com, if to Payment Facilitator at 25501 W. Valley Pkwy., Suite 300, Olathe, KS 66061, Attention: Legal Department or by e-mail at legal@egov.com, if to Provider at 3975 NW 120th Avenue, Coral Springs, FL 33065, and if to Bank, at the address provided above. Notice shall be deemed to have been given:
- i. when personally delivered;
 - ii. the day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
 - iii. on the date actually received or the date of the certification of receipt.
- d. Publicity.** Servicers and Sub-Merchant will not initiate publicity relating to this Agreement without the prior written approval of the other(s), except that Servicers and Sub-Merchant may make disclosures required by legal, accounting, or regulatory requirements.
- e. Entire Agreement; Waiver.** This Agreement constitutes the entire agreement between all parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. Sub-Merchant's obligations under this Agreement are intended to supplement those specified in the Master Contract. Except as provided in Section 1 of this Agreement, this Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.
- f. Severability.** The parties intend every provision of this Agreement and any addenda to be severable. If any part of this Agreement and any addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.
- g. Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

13. Statutorily-Required Provisions,

This Section 13., Statutorily-Required Provisions, only applies to Parties to this Agreement that provide services or commodities directly to the Department, which the Parties acknowledge do not include Wells Fargo Bank, N.A. under this Agreement.

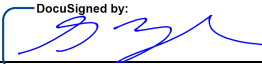
- a. Cooperation with Inspector General.** Servicers acknowledge their obligation, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Servicers will comply with this obligation and ensure that subcontracts entered into specifically to perform the services required under this Agreement, if any, impose this requirement, in writing, on their subcontractors.
- b. Antitrust Violator Vendor List.** Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
- c. Department Inspection of Records.** Pursuant to section 216.1366, F.S., Servicers shall permit the Department to inspect the Contractor's financial records, papers, and documents that are directly related to the performance of the Contract or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
- d. Scrutinized Companies.** The following paragraph applies regardless of the dollar value of the goods or services provided:
- In accordance with the requirements of section 287.135(5), F.S., Servicers certify that they are not participating in a boycott of Israel. At Sub-Merchant's option, the Agreement may be terminated if Bank or Provider is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.
- The following paragraph applies only when the goods or services to be provided are \$1 million or more:
- In accordance with the requirements of section 287.135, F.S., Servicers certify that they are not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that they are not preempted by Federal law, that they have not been engaged in business operations in Cuba or Syria. At Sub-Merchant's option, the Agreement may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if Bank or Provider is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if Servicers engage in business operations in Cuba or Syria.
- The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link: <https://www.sbafla.com/fsb/PerformanceReports.aspx>.
- e. Discriminatory Vendor List.** Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any

goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

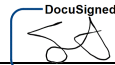
- f. Convicted Vendor List.** Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- g. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516.
- h. Applicable to Contracts in excess of 1 fiscal year.** Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

The parties hereto have caused this Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON THE PARTIES UNTIL FULLY EXECUTED BY ALL PARTIES.**

**First Data Merchant Services LLC
(PROVIDER)**

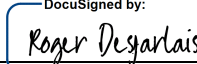
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 By: _____
A67BCA183AF0465
 Name: Shane McCullough
 Title: (Please Print or Type) Authorized Signer
 Date: 1/3/2022

**NIC Services, LLC
(PAYMENT FACILITATOR)**


DocuSigned by:

 By: _____
90F4F71A209C483
 Name: Sloane Wright
 Title: (Please Print or Type) President
 Date: 12/1/2021

Lee County

(SUB-MERCHANT)

DocuSigned by:

 By: _____
680E7E4B9D26424
 Name: Roger Desjarlais
 Title: (Please Print or Type) County Manager
 Date: 11/23/2021

**Wells Fargo Bank, N.A.
(BANK)**

DocuSigned by:

 By: _____
A67BCA183AF0465
 Name: Shane McCullough
 Title: (Please Print or Type) Authorized Signer
 Date: 1/3/2022

Appendix 1

Definitions

"Affiliate" is an entity that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

"Card" is an account, or evidence of an account, authorized and established between a customer and a Network, or representatives or members of a Network that is accepted from customers. Cards include, but are not limited to, other Card brands and debit cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.

"Network" is any entity formed to administer and promote Cards, including without limitation MasterCard Worldwide (**MasterCard**), Visa U.S.A., Inc. (**Visa**), DFS Services LLC (**Discover Network**) and any applicable debit networks.

"Network Rules" are the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Network.

"Chargeback" is a Card Transaction dispute (or disputed portion) that is returned to Servicers by the Issuer. Sub-Merchant is responsible for payment to Payment Facilitator for all Chargebacks.

"Your Payments Acceptance Guide" means Servicers' operating rules and regulations, attached hereto and incorporated herein by reference, as may be changed by Servicers from time to time.

"Settlement Account" is an account or account(s) at a financial institution designated by Sub-Merchant as the account to be debited and credited by Payment Facilitator or Bank for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

"Transaction" is a transaction conducted between a customer and Sub-Merchant utilizing a Card in which consideration is exchanged between the customer and Sub-Merchant.

"Transaction Data" is the written or electronic record of a Transaction.