

TouchPay Services Agreement

SCOPE OF WORK

TOUCHPAY HOLDINGS, LP (“TOUCHPAY”), a Texas Limited Partnership, will provide payment-related services, as set forth herein, which would enable TouchPay to accept payments from Clients (herein “Client” shall mean the depositor of funds into a specified account) for the purpose of transferring payments from such Client to Wise County Sheriff’s Department (hereinafter “WCSO”), all in accordance with the Payment Services Exhibits (collectively Exhibits A through D), attached hereto.

If required, TouchPay will install one or more Kiosk Payment Systems within one or more locations within WCSO at the location(s) agreed to in Exhibit B.

PROVISIONS OF PAYMENT-RELATED SERVICES

1. If required, TouchPay shall, using whatever means chosen, create an interface between TouchPay’s system and WCSO or service provider’s computer and network systems to accomplish electronic transfer of funds to WCSO.
2. TouchPay will be provided by WCSO with a list of names or accounts eligible to receive electronic funds transfers and will update this list on an agreed-upon basis.
3. TouchPay will charge Clients a fee for the transfer of funds to designated accounts for all services as herein provided and the Client shall compensate TouchPay for all services as provided herein. The fees to a Client for TouchPay’s payment-related services shall be as specified in the Payment Services Exhibit C attached hereto.
4. Prior to the installation of any kiosk hardware that may be necessary for the payment services, WCSO agrees to the requirements as specified in Exhibit B, provide site information and work to prepare a suitable site and environment for the kiosk and ezPay hardware.
5. Title to any and all hardware provided by TouchPay for the purpose of providing payment services shall remain solely that of TouchPay. Upon removal of services, all hardware shall be the exclusive property of TouchPay and will promptly be returned.
6. TouchPay shall bear all risk of loss or damage to the hardware.
7. WCSO agrees to use best efforts to facilitate the use of TouchPay’s payment services as contemplated herein and as more specifically set forth in the Payment Services Exhibits.
8. The liability of TouchPay with respect to any payment transaction shall be limited to the obligation of TouchPay upon written notice to reprocess a transaction at no additional expense.

EXHIBIT A
PAYMENT SERVICE(S) SELECTION

TouchPay will provide a premise-based proprietary Kiosk, a premised-based Pin Pad Card Swipe (“ezPay”), an Interactive Voice Response System (“IVR”), and an on-line Web Payment Portal (“Web”) for the processing of Cash and Merchant Card Services. Exhibit A sets forth the payment services to be provided by TouchPay.

PAYMENT SOLUTIONS (Circle all that apply)

Commissary/Trust Telephone Booking Bail Release
Probation/Parole Child Support

Community: _____ (please specify)

Other: _____ (please specify)

PAYMENT PORTALS (Circle all that apply)

IVR Web Kiosk (Exhibit B) ezPay (exhibit B)

PAYMENT TYPES (Service automatically includes all of these)

MasterCard Visa ACH Debit Card Cash MoneyPak

TRANSACTION PROCESS

1. TouchPay operates a fully automated payment system which electronically provides account and payment information given by a Client to a banking institution for the purpose of initiating an ACH debit entry to Client’s account or to initiating a credit card entry to the Client’s account for the benefit of the Client. The system is operating according to the rules of NACHA and Central Regional Automated Funds Transfer System (“CRAFTS”) and the rules of the Visa/MasterCard network. Each Client will be able to access our system via kiosk, ezPay, telephone or on-line system by computer to submit an order to process either a cash or credit/debit card entry to the Client’s account.
2. Entries transmitted by the system to the bank, and subsequently submitted/originated by the bank on behalf of Facility will be reflected on TouchPay’s periodic statement issued by the bank with respect to the account pursuant to the agreement between bank and TouchPay. The system in and of itself, does not provide any means by which to “monitor” the transactions submitted by the system. This ability is provided by the actual software “platform” provided by the bank. The only “outside” information provided by the system is given in the form of electronic notification to TouchPay of a payment attempt received by the Client.
3. Based on the above aforementioned transaction process, there are instances when completed transactions will be “returned” by the bank for non-sufficient funds (“NSF”) or for fraudulent transactions. In these cases Facility will assist TouchPay in using all available avenues and remedies to collect these funds, including but not limited to, those outlined in TouchPay’s Guaranteed Payment Policy (“GPP”).

EXHIBIT B
KIOSK AND EZPAY PAYMENT SERVICE ORDER

Payment Services Order ("Order") for the Kiosk ("Kiosk") and/or the Pin Pad Card Swipe ("ezPay"), signed this 27 day of September, ~~2009~~²⁰¹⁰ ("Effective Date")

1. This Exhibit B provides the consent and information by which TouchPay will provide a Kiosk(s) and/or ezPay terminal(s) to facilitate the Touchpay Payment Services. An Exhibit B is required for each new kiosk and ezPay Facility location to be installed.
2. TouchPay agrees to provide and install a kiosk and/or ezPay at the following location:

Facility Name Wise County Detention Center
Address 200 Rook Ramsey
City, State, Zip Decatur, TX 76234
Kiosk Location(s) Jail Lobby
ezPay Location(s) Booking

3. During the term of this Service Order, the Facility shall be entitled to possession of the Kiosk, subject to the provisions of this Exhibit B. The Kiosk shall be left at the agreed upon customer location and shall not be moved without the prior express written consent of TouchPay. Except when TouchPay is performing maintenance, the Clients shall be entitled to unlimited use of the Kiosk.
4. Except with prior written notice to TouchPay and TouchPay's express written approval, the Facility shall not make alterations to, disable, or add attachments to the Kiosk. Any such changes approved by TouchPay shall not interfere with the normal operation of the Kiosk.
5. EXCEPT AS EXPRESSLY PROVIDED IN THIS PAYMENT SERVICE REQUEST & CONSENT, TOUCHPAY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. TOUCHPAY SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, FITNESS, DESIGN, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE KIOSK OR EZPAY TERMINAL.

ACKNOWLEDGED:

Print: Ronny Park
Signature: Ronny Ph
Title: MANAGER
Date: 10-10-10

Print: Bill McEhane
Signature: Bill McEhane
Title: County Judge
Date: 09/27/10

EXHIBIT C

TouchPay Transaction Pricing to Client

This Exhibit C is the terms under which TouchPay will provide a certain Payment Services to the Client. TouchPay shall charge and the Client shall compensate TouchPay for all services as provided herein under the below convenience fee structure.

1. Installation/Transaction Volume Commitment Levels:

WCSO will not have any commitment whatsoever to transaction volumes, which is the raw number of credit, debit, and cash transactions of any type.

2. Pricing Structure:

Facility understands and acknowledges that TouchPay will charge the depositor a fee for each transaction, for costs that include account set-up, bookkeeping, customer service, call center operations, the automation and handling of data and all related processes.

TRUST FUND ACCOUNT OR COMMISSARY ACCOUNT

- I. For cash and MoneyPak transactions, TouchPay will charge the Client a tiered fee as follows:

Cash	Fee
\$0-\$20.00	\$3.00
\$20.01-\$50.00	\$5.00
\$50.01-\$200.00	\$6.00

- II. For credit card/debit card transactions, TouchPay will charge the client a fee as follows:

Credit Card - Deposit Level	Fee
\$0-\$20.00	\$3.00 plus 3.5%
\$20.01-\$50.00	\$5.00 plus 3.5%
\$50.01-\$200.00	\$6.00 plus 3.5%

3. Price Revisions:

The Transaction pricing levels will be reviewed on an annual basis to determine market based competitiveness and will subject to change at TouchPay's sole discretion.

EXHIBIT D
TouchPay Guaranteed Payment Policy

Services: TouchPay provides credit card, debit card, and cash payments from Clients who wish to fund designated accounts.

Policy: When an individual makes a payment transaction using credit card, debit card, and cash into the TouchPay payment system, TouchPay will authorize or decline the transaction. Upon authorization TouchPay makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. TouchPay will **guarantee** the delivery of all funds to the institution, facility or service provider on all authorized transactions typically within 4 business days to allow for a fund clearing period from the merchant account processors.

Purpose: TouchPay provides this **guarantee** benefit of a risk free solution for these payments for our customers and partner service providers to facilitate the convenient, immediate use of these funds in order to provide better service for our customers. TouchPay can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, TouchPay will require some FACILITY cooperation in our collection and recovery procedures.

Collection & Recovery Process: TouchPay, with the cooperation of the Facility or court system, will use the following collection processes:

Upon receiving a charge back from the financial institution, TouchPay will:

1. At our option, TouchPay can block the trust, commissary or inmate telephone account.
2. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a \$25 collection or non-sufficient funds fee.
3. Only accept new funds into blocked account if depositor acknowledges that new funds will be first be used to pay off the delinquent account.
4. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor.

Additionally, TouchPay has predicated our guarantee on the basis that the facility or service provider agrees to the following support:

1. Agree to cooperate in the TouchPay collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances, adhering to blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.
2. On an account by account basis, TouchPay reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method or card.
3. For Bail Transactions, in addition to the above, the account trustee agrees to work with the County Clerk and/or County Court to provide assistance in Collection and Recovery processes. These collection processes for fraudulent transactions will include, but are not limited to, putting a stop on the return of Bail funds upon offender's court appearance, or if the offender has had Bail funds already returned, assist in the apprehension, prosecution, and restitution of the responsible person and funds.