



June 9, 2016

Town of Nolensville  
7218 Nolensville Road  
Nolensville, TN 37135  
Attn: Kim Hardison, Director of Finance

Dear Ms. Hardison:

As requested, this letter agreement ("Agreement") with Town of Nolensville (hereinafter referred to as the "Agency"), sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Town of Nolensville with an electronic payment processing program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides software that permits government agencies to collect citation payments via web, phone and counter with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain an Agency-specific website(s) for Town of Nolensville. nCourt will purchase a URL, www.TBD.com.
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction as follows:
  - Citation payments made via the web and our live bilingual call center – 5.0%
  - Citation payments made at the counter via PCI compliant, EMV ready card readers – 3.5%
4. There is no cost to the Agency for the implementation and operation of the Program. Agency will make resources available to assist nCourt in the timely launch of the payment processing program. The expected "go live" date for the services contemplated in this Agreement is 45 days from the execution of this Agreement.
5. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citation number and fine amount, and then proceed to pay with a credit or debit card.
6. When a payment is authorized, nCourt will provide email notification to the Agency and will update the Agency's Dashboard with the payment details. Agency employees will accept or reject the payment in the Dashboard and, if accepted, update their databases with payment information.
7. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification, when the Agency processes the payment in the Dashboard.
8. Payments are deposited daily into a government fees custodial account and transferred by ACH electronic transfer to the Agency on a daily basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
9. nCourt guarantees to Town of Nolensville all fees collected, regardless of any chargeback issues. In the case of suspected fraud, nCourt may, from time to time, reach out to the Town of Nolensville for assistance in pursuing resolution to suspected fraudulent chargebacks. In such instances, the Agency agrees to provide reasonable assistance to nCourt in these efforts. Such support may include providing



documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.

10. Upon completion of the solution, nCourt will provide the Agency with two [2] Ingenico iPP230 or VeriFone vx805 PCI compliant, EMV ready credit card reader for taking payments at the counter. Upon receipt, this hardware becomes the sole and exclusive property of the Agency. nCourt will facilitate processing of any warranty claims on the EMV ready credit card reader during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, nCourt will subsidize the replacement of any defective or damaged EMV credit card reading device according to the following schedule:

<u>Replacement period</u>	<u>nCourt will pay x% of the replacement cost</u>
1 <sup>st</sup> year following warranty expiration	25%
2 <sup>nd</sup> year following warranty expiration	50%
3 <sup>rd</sup> year following warranty expiration	75%
4 <sup>th</sup> year following warranty expiration and beyond	100%

11. Upon notification of an over- or under-payment of any fine amount, nCourt will refund an overpayment or notify the buyer via automated email of their under-payment and the remaining amount due.
12. If there are designated payments which are ineligible for online payment, the Agency will be able to reject the payment through the Dashboard. Payers will be notified by automated email.
13. nCourt shall hold harmless, indemnify and defend Town of Nolensville and all of it's officers, employees and/or officials from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.
14. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Agency personnel.
15. In order to ensure high utilization of the Program and thereby further streamline payment processing, the website address shall be printed on all invoices and a payment link to the nCourt payment system will be established on the Agency's website. Links from other government websites will also be explored. Additionally, Agency administrative staff should routinely advise telephone callers of the Agency's website(s) which should create greater utilization and reduce telephone inquiries to the Agency. The expected processing volume in the Program is estimated at 200 citations (\$ value or # transactions (please indicate) per month.
16. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
17. This Agreement may be terminated by the Agency at will but with 90 days prior notice.
18. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
19. This Agreement has been executed and delivered in the State of Tennessee, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State Tennessee, without giving credence to the conflicts of law provisions thereof.



20. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Agreed and Accepted:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

nCourt LLC Signed by:

By:  \_\_\_\_\_  
4856CE3459D64CB...

Title: Controller \_\_\_\_\_

Date: 6/9/2016 \_\_\_\_\_



#### APPENDIX A

**To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the “ACCEPT TERMS” button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press “DECLINE TERMS” button to return to the Citation Search screen.**

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that errors may occur just as errors can occur with human processing of information. By using this service you agree that this is voluntary and that you (the “USER”) understand that the convenience (or service) fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the convenience (or service) fee benefits the court, the judge, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

nCourt, LLC (the “Company”) agrees to use all reasonable efforts to provide accurate processing of information provided from court files and to diligently distribute information provided by the USER to the court. nCourt, LLC cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the convenience (or service) fees paid by the user of the service.

nCourt, LLC has in place a comprehensive security plan and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and nCourt, LLC, its principals, officers, directors, employees, agents affiliated companies, successors and assignees (collectively the ‘Providers’) from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Kennesaw, Georgia and any action of any nature against the company must be brought in Cobb County, Georgia. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney’s fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be brought in the courts of Cobb County, Georgia, without regard to choice of law, and all parties consent to jurisdiction and venue therein. Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from nCourt, LLC via the nCourt web services sites is NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

**To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the “ACCEPT TERMS” button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press “DECLINE TERMS” button to return to the Citation Search screen.**

Please indicate your consent to these terms by pressing the ‘Accept Terms’ button.



nCourt LLC partners with Vantiv, LLC and Fifth Third Bank. Please sign the bottom of this form and return it to us immediately as confirmation of understanding the terms and conditions of our service.

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Town of Nolensville understands that nCourt LLC will provide customer support and billing associated technology services. Town of Nolensville hereby authorizes Vantiv, LLC. to fund a bank account designated by nCourt LLC for your benefit and to make direct deposit of Visa, MasterCard, and Discover funds into this account. Vantiv, LLC will debit an account owned and designated by nCourt LLC: (1) for the discount fees, and other charges incurred in connection with Town of Nolensville card processing; (2) for all chargebacks and adjustments; (3) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of Town of Nolensville card processing; and (4) for any other amounts described in the Sub-Merchant Agreement Terms and Conditions. Town of Nolensville has read, understands and agrees to be bound by the terms and conditions of the Merchant Service Agreement attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time.

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_