

TEXAS.GOV TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") between the Department of Information Resources ("DIR") and Brazoria County Relating to the use of the DIR Shared Services Master Service Agreement signed by both parties in April 2019, and that has been entered into by the contracting parties. Brazoria County acknowledges and agrees this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the Service Component Providers ("SCPs").

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Texas.gov Program Services:

1. DIR Approval

DIR must approve incorporating DIR Customer's website and/or Applications into the Texas.gov Program.

2. Customer Website and Application Security

If DIR Customer is hosting its own website or application, DIR Customer shall adhere to applicable federal, state, and local government information security standards and shall comply with the established security policies and procedures of the Texas.gov program. DIR Customer acknowledges any failure on its part to follow recommended security standards, policies and procedures may place its own data and operations at risk as well as those of Service Provider and other governmental entities. Service Provider and DIR will not be liable for violations of security policies and procedures by DIR Customer.

3. Texas.gov Strategic Outreach

In marketing materials such as brochures, press releases, advertisements, and other mail-outs and informational pieces for DIR Customer Services accessible through Texas.gov, DIR Customer will include in any marketing piece in any medium notification that the Services are provided in affiliation with Texas.gov and will use the Texas.gov logo and universal resource locator (URL) provided by Service Provider for such purpose. DIR Customer agrees to explore the possibility of co-marketing with Service Provider the DIR Customer Services available through Texas.gov so marketing costs are shared. There will be a link to the Customer URL from Texas.gov.

4. Fees

For the Services provided by Service Provider, DIR is authorized to collect the fees approved by the DIR Board and the fees included within the financial solution provided through the Request for Services process. The financial solution can be modified for the addition, deletion, or change of fees as Applications and Services are revised based on

mutual written agreement of DIR and DIR Customer. DIR may increase or decrease the relevant Hosting Fee, County Participation Fee, New County Fee, or Texas.gov Transaction and/or Convenience fee at any time with applicable DIR Board approval.

DIR is also authorized to pass-through and collect any fees or penalties incurred as a result of the DIR Customer purposefully or inadvertently enabling a debit block, or otherwise preventing automatic chargebacks initiated by DIR Customer users, on the bank account processing Texas.gov transactions.

5. Customer Obligations

In addition to any other Customer obligations set out in the terms of the IAC/ILC, in response to the Request for Services, approved solution documents, and the relevant Texas.gov Program related Master Services Agreement(s), DIR Customer will have the following obligations:

5.1 DIR Customer will utilize a single merchant ID for Application(s) listed in the technical solution, unless expressly set out in the technical solution.

5.2 DIR Customer will provide a contact number for the Application(s) on an 8:00 a.m. - 5:00 p.m. Central Time, (Monday through Friday) basis to receive inquiries routed from the Texas.gov Help Desk.

5.3 DIR Customer will cooperate with Service Provider(s) in Service Provider's performance of its obligations under this Agreement. DIR Customer will make its systems available for a security audit if required by Service Provider. DIR Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems, unless expressly allowed in the technical solution.

5.4 DIR Customer will comply with the terms of use and privacy statements, which are displayed on the Texas.gov Website, and with all applicable laws related to information received from or distributed to individuals using the Texas.gov applications. DIR Customer acknowledges no personally identifiable or private information collected through Texas.gov may be used by DIR Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the DIR Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of Texas.gov.

5.5 DIR Customer will provide access to information and systems as necessary to assist Service Provider(s) in performing its obligations hereunder and under the relevant Texas.gov Program related Master Services Agreement(s).

5.6 DIR Customer will follow security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State information or Customer at risk of loss, damage, or breach of security.

5.7 DIR Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on Texas.gov.

5.8 DIR Customer will process all refunds for its users unless otherwise noted in the financial solution. DIR Customer will use the Service Provider application to process credit card refunds requested by its users.

DIR Customer will disable debit blocks, or any other banking functionality, preventing automatic chargebacks initiated by DIR Customer users, unless otherwise agreed to by DIR in writing. With prior DIR approval, DIR Customer may implement reasonable debit withdrawal dollar limits through DIR Customer's banking institution based on historical chargeback trends. Failure to enable automatic chargeback processing may result in delayed revenue processing, incremental fees, and reinstatement penalties.

5.9 DIR Customer will report to DIR, or DIR's designee, no later than the third (3rd) Business Day of each month, the previous month's online Subscription Fees processed through the Texas.gov Payment Processing Service Provider and the offline (cash/check) Subscription Fees associated with professional licenses, by Customer Code, Service Period, License Group, License Name, Regulatory Fee, Subscription Fee, Quantity Sold, TPE VID and Source at a minimum. The report is to be provided electronically in a format and method that is in accordance with the relevant Service Management Manual ("SMM").

5.10 DIR Customer will notify DIR in writing of all laws, rules and regulations, and changes thereto, that affect Texas.gov applications in use by DIR Customer.

5.11 DIR Customer will require its subcontractors performing services related to this IAC to fulfill DIR Customer's obligations under this Agreement, including, without limitation, DIR Customer's obligations related to security and PCI DSS and related to cooperation with the Service Provider(s). DIR or Service Provider(s) shall not be responsible for, shall have no liability with respect to, and shall suffer no penalty (including, without limitation, the imposition of liquidated damages or other monetary damage) arising out of or related to the actions or omissions of DIR Customer's subcontractors (other than Service Provider, its agents or its subcontractors).

5.12 DIR Customer shall comply with all policies, procedures, and processes as provided by DIR, including but not limited to those within the relevant SMM(s).

6. Miscellaneous Provisions

6.1 DIR Customer Copyright and Content Non-Supervision Acknowledgment. DIR Customer represents the content and other materials furnished to Service Provider by DIR Customer for Texas.gov do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for Texas.gov. DIR Customer

acknowledges neither Service Provider nor DIR is responsible for investigation or approval of the content of any third-party sites to which DIR Customer links on Texas.gov. Further, DIR Customer acknowledges neither DIR nor Service Provider is responsible for the accuracy, completeness, or review of the content of DIR Customer's public records or text furnished by DIR Customer to Service Provider.

6.2 Failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of the Applications on Texas.gov by Service Provider and DIR. Further, any situation related to security, privacy, network stability, or financial processing that could adversely affect Texas.gov may lead to the suspension of DIR Customer's Applications on Texas.gov. Service Provider will give DIR and the DIR Customer notification of non-compliance immediately upon suspension.

6.3 In furtherance of the audit rights previously agreed to and within the IAC/ILC, Texas Government Code, the Shared Services Contracts, and other law, DIR Customer agrees to cooperate with DIR in any review or audit, including without limitation any review or audit of subscription fees. If any inaccuracies or errors are determined, DIR Customer may owe such amounts at the time of determination.

6.4 DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.