TexasOnline 2.0
Customer Agreement

Between

The State of Texas, acting by and through
the Texas Department of Information Resources

and

Texas NICUSA, LLC

and

Travis County

DIR Contract No. DIR-SDD-IC617

Article I - Customer Agreement –

1. INTRODUCTION

A. This Customer Agreement is effective on the 12th day of July, 2013, by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Travis County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

B. Capitalized terms not defined herein shall have the meaning set forth in the TexasOnline 2.0 Master Agreement.

2. BACKGROUND

A. Texas.gov, formerly known as TexasOnline 2.0, is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Article II - Customer Agreement Standard Terms and Conditions. Texas.gov is the name of the official web portal and application delivery framework.

B. Pursuant to House Bill 1516, 79th Legislature, which established a consolidated Data Center, all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement, are managed and provided under contracts with one or more third-party service providers.

3. AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

A. Customer may receive Services provided by Texas.gov by agreeing to abide by this Customer Agreement, including the Article II - Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, Texas.gov Services by Customer.

B. Texas.gov offers a variety of website development and hosting, electronic commerce (e-commerce) and related support services to Customers. Exhibit A - 1 provides the List of Applications , List of Services, and Fee Schedule for this Customer Agreement. Exhibit B provides a further description of all the Services offered by Vendor. Specifications and additional terms for a Service or Application (each approved website or application is an "Application") may be described in a Business Case. If an applicable Business Case exists, it will be referenced in Exhibit A - 2, and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement

C. Authorized Exceptions to Article II- Customer Agreement—Standard Terms and Conditions:

1. Replace I. STANDARD TERMS AND CONDITIONS, Customer Obligations, Section 7.10, in its entirety, as follows:

   7.10 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect Customer's Application(s) or Service(s) on Texas.gov.

D. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:
Texas Department of Information Resources
Attn: Texas.gov Contract Manager
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:
Texas NICUSA, LLC
Attn: Contracts Manager
100 Congress Avenue, Suite 600
Austin, TX 78701

With a copy to:
NIC, Inc.
Attn: General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Customer	Travis County
Attention	Cyd V. Grimes, C.P.M., CPPO (or successor)
Title	Purchasing Agent
Street	700 Lavaca, Suite 800
City, State, Zip	Austin, Texas 78701
Email	cyd.grimes@co.travis.tx.us
Phone Number	(512) 854-9700

AGREED AND ACCEPTED:

Vendor:

Texas NICUSA, LLC:

By: _____

Print Name: Erin Hutchins

Title: Director of Portal Operations

Date: 7/16/13

DIR:

Texas Department of Information Resources:

By: _____

Print Name: ~~Carl D. Marsh~~ TODD KIMBRIEL

Title: ~~Chief Operating Officer~~ DIRECTOR eGOVERNMENT

Date: 7/29/13

Legal: _____

Customer:

Travis County

By: Samuel T. Biscoe

Print Name: Samuel T. Biscoe

Title: County Judge

Date: 7-9-13

Phone: 512-854-9555

Email: _____

Article II - Customer Agreement –

Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), Texas.gov Vendor (Vendor) and Customer of Texas.gov. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

   1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to this Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of this Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of this Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless this Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that this Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Article II - Customer Agreement StandardTerms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to this Customer Agreement with no further action by the Parties.

   1.2 These Article II - Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

   1.3 This Customer Agreement will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement. Vendor will provide the Services described in the agreed attachments to this Customer Agreement.

2. DIR Approval

   Customer acknowledges that in order for Vendor to provide Services pursuant to this Customer Agreement, DIR must approve placing Customer's website and/or Applications on the Texas.gov system. A list of websites and/or Applications using Services under this Customer Agreement is included in this Customer Agreement (which also includes information on the specific Applications and fees).

3. Services Available to Customer

   Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of Applications and Services that Vendor has agreed to provide Customer will be specified in this Customer Agreement.

4. Customer Website Security

   If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the Texas.gov Security Customer Guide, as amended from time to time by Vendor, and available to Customer upon request from the Customer to the Vendor. Customer acknowledges that 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 Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, 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 Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

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

6. Fees

   For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A -1 to this Customer Agreement. This Customer Agreement can be modified for the addition, deletion, or change of fees as Applications and Services are revised and included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

   In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

   7.1 Customer will utilize a single merchant ID for the Application(s) listed in Exhibit A - 1, unless expressly set out in Exhibit A - 1.

   7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Texas.gov Help Desk.

   7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will make its systems available for a security audit if required by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.

   7.4 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. Customer acknowledges that no

personally identifiable or private information collected through Texas.gov may be used by 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 Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of Texas.gov.

7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.

7.6 Customer will follow reasonable 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.

7.7 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.

7.8 Customer will process all refunds for its users unless otherwise noted in Exhibit A - 1. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.

7.9 Customer will report to Vendor no later than the tenth (10th) Business Day of each month, for the previous month, for all Subscription Fees associated with professional licenses, by License Name, Subscription Fee amount and quantity sold. The template for monthly Subscription Fee reporting is set forth in Exhibit A - 3, Texas.gov Subscription Fee Reporting Template. Reporting must include both online and offline transactions. The report is to be electronically mailed to texasonlinebilling@egov.com.

7.10 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect Texas.gov.

8. Representations and Warranties by Vendor

8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING

SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Customer under this Customer Agreement and that Vendor's provision of Services under this Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in this Customer Agreement, has received compensation from Customer for participation in preparation of specifications for this Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Customer Agreement.

9. General Terms

9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to this Customer Agreement. This section only applies to the extent authorized by law.

9.2 Except as expressly provided herein, no provision of this Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.

9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

9.5 Except as provided in Section 1.2 above, this Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will this Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.

9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign this Customer Agreement without DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

9.7 Exhibit B Terms and Conditions, Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to this Customer Agreement.

9.8 Vendor will serve as an independent contractor in providing Services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.

9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in this Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of this Customer Agreement.

9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with this Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

9.11 Exhibit D Performance Criteria of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for Texas.gov, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

9.12 The Parties understand and agree that certain personal and/or sensitive information may be transmitted and/or received in connection with this Customer Agreement. The Parties understand and agree to comply with the Payment Card Industry Data Security Standard ("PCI-DSS") and any amendments thereto. Parties acknowledge that each Party is responsible for the security of cardholder data in its possession.

10. Termination

10.1 This Customer Agreement is effective upon the effective date specified in Section 1.A, if provided. If no effective date for this Customer Agreement is specified in Section 1.A., this Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer. This Customer Agreement expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless this Customer Agreement is extended in accordance with Section 10.4 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of this Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel this Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel this Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of this Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under this Customer Agreement, and which Customer previously agreed to provide

to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular Service or Application for which adequate support is not available, and focus its efforts on other Services or Applications.

10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate this Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's Services under this Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Unless otherwise provided in Exhibit A - 1 or Exhibit A - 2 herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas.gov, if the Customer terminates this Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or administrative rules applicable to Customer (e.g., 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes)).

12. Miscellaneous Provisions

12.1 Customer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the 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. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third-party sites to which Customer links on Texas.gov. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or Texas.gov.

12.2 Any situation related to security, privacy, network stability, or financial processing that could adversely affect Texas.gov may lead to the suspension of the Customer's Applications on Texas.gov. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A - 1 – Applications, Services and Fees

Customer Name: Travis County Purchasing Office

List of Application(s) Supported Under this Customer Agreement
1. TxPay Direct **A. TxPay Direct, Travis County - MyPermitNow – TNR* Merchant ID/VID #13227014** **B. TxPay Direct, Travis County - MyPermitNow – FIRE* Merchant ID/VID #13227015** *As required by Section 7.1 of this Customer Agreement, this Application is being identified as one having a unique Merchant ID.

List of Service(s) Provided Under this Customer Agreement
1. TxPay Direct A. Electronic Payment Engine Payment Interface Services B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services C. Application for Electronic Payment Engine Refund Services for Credit Cards D. Texas.gov Service Desk

Fee Schedule
The Vendor will provide Electronic Payment Engine Services at the following rates: **1. TxPay Direct** A. Vendor will be paid a Texas.gov Service Fee of $0.25 plus 2.25% of the total transaction for credit card processing, on a per transaction basis. B. Vendor will be paid the Texas.gov Service Fees through the Convenience Fee (CONV_FEE) field located in the payment processing system. Please refer to the TPE Specifications Document. C. The Texas.gov Fees are non-refundable. D. Vendor will pay any applicable credit card fees, per the terms of its agreement(s) with the payment card companies. E. Customer is responsible for processing of refunds, if a refund is deemed necessary. F. Customer is responsible for payment and reconciliation of all chargebacks, non-sufficient funds (NSF), credit card company and processor penalties, and all associated fees. G. Vendor will deposit all fees collected online, including Customer's Fees, into Vendor's account. H. Vendor will send the Customer an ACH transfer for all Customer Fees collected, minus any payment processing fees that are the responsibility of the Customer. The frequency at which the ACH transfer is made to the Customer will be determined by Vendor in consultation with the Customer during the initial planning phase for deployment, depending on transaction volume.

I. Subject to Standard Terms and Conditions, Section 9.5, General Terms of this Agreement, Vendor reserves the right to increase or decrease the Texas.gov Service Fee at any time. Customer will be responsible for any such Fee changes within sixty (60) days following receipt of notification from Vendor.

STB 7-9-13
Customer Initials & Date

SEA 7/16/13
Vendor Initials & Date

Exhibit B: Application and Services Description

Customer Name: Travis County

The Vendor offers a variety of support Services to Customers. The specific list of Services and Applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A - 1 of the Agreement between the Customer and Vendor. The following table lists all the Services currently offered by Vendor, as may be amended from time to time by Vendor.

Service	Description
Electronic Payment Engine Payment Interface Services	Vendor will provide a Payment interface ("Electronic Payment Engine") that will be hosted at a Vendor web site. The Customer Applications will pass encrypted transaction data to the site using a secured connection. The interface will include: • SSL 128bit encryption or greater secure interface to Electronic Payment Engine • Pre-load validation of record packet submitted by the Customer Application • Response record packet returned to the Customer Application If the Customer is hosting the Application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas.gov Payment Engine, Payment Services Specifications.
Electronic Payment Engine Credit Card Authorization Services/Settlement Services	Vendor will provide authorization and settlement transaction Services for credit cards (Visa, MasterCard, Discover, and American Express). Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface. • Each incoming transaction will be logged for auditing. • Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment. • If valid, the transaction will be submitted for approved credit and process authorization. • A response record will be returned to the Customer Application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing. • The cutoff for transactions will be 2:00 a.m. ET daily. • The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers.
Electronic Payment Engine ACH Services	For Automated Clearing House (ACH), Vendor will provide the following Services: Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128 bit) interface. • Each incoming transaction will be recorded for auditing. • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided. • If valid, the transaction will be authorized using current financial data. Only the ABA routing number is validated. • A response record will be returned to the Customer Application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing.
Automated USAS Interface	Vendor will prepare a file of online transactions and forward it to the Texas Comptroller of Public Accounts ('Comptroller') each banking day. In turn, the file is provided to the Customer via the Comptroller. The file will be formatted according to the specification defined in the Texas.gov Payment Engine Specifications.

Application for Electronic Payment Engine Refund Services for Credit Cards	Vendor will provide an online, secured Application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)	Vendor will provide an online, secured Application for the Customer to access in order to process refunds to ACH transactions. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
Hosting Support Services	Vendor may provide services related to the support of Texas.gov. These services include, but are not limited to: • Application hosting • Architecture development and/or review • Security Services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services
Texas.gov Authentication Service	Vendor provides Texas.gov Authentication Service. Section 2054.271 of the Texas Government Code allows for Texas.gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document. Customer agrees to use the service solely for the Customer Application specified in Exhibit A - 1. The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas.gov Authentication Database.

Helpdesk Services for Texas.gov Applications	Vendor may provide first through third level customer support through the Texas.gov Helpdesk. Level 1 Support duties: • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address. • Following established procedures to answer questions • Escalating issues that are not resolved to Level 2 support • Recording all issues in a tracking system. Level 2 Support duties: • Responding to phone calls escalated from Level 1 support • Responding to emails escalated from Level 1 Support • Following established procedures to answer questions and issues • Escalating issues that are not resolved to Level 3 Support • Recording issue resolution into the tracking system Level 3 Support duties: • Responding to issues escalated from Level 2 support • Conducting a systems analysis to determine cause for issue • Development of a work around or fix for the issue Vendor may provide Level 1 and Level 2 support for the Customer hosted Application(s) through the Texas.gov Helpdesk. If Texas.gov Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support. For Texas.gov Hosted Applications, Vendor may provide Level 1 through Level 3 support. A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Texas.gov infrastructure is at times other than those described above. The call center Services are offered in English and Spanish.
Change Management	Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H: Governance, Attachment H1: Policies and Procedures Manual, Section 6.3 Change Management Process.
Texas.gov Service Desk	The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.
Point of Sale Payment Services	Vendor will provide Application for over-the-counter payment processing and a magnetic card reader for credit card data collection. MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements.
Card-swiping Device Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS).