



i-001341 Lexington-Fayette Urban County Government, KY

**SECOND AMENDMENT
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT TO MASTER SERVICES AGREEMENT** ("Amendment") is effective as of the last date signed by any party ("Effective Date") and amends and supplements that certain **MASTER SERVICES AGREEMENT** by and between Securus Technologies, LLC fka Securus Technologies, Inc. ("we," "us," or "Provider") and Lexington-Fayette Urban County Government ("you," or "Customer"), effective January 1, 2018, and **FIRST AMENDMENT TO MASTER SERVICES AGREEMENT**, effective June 5, 2019 (the "Agreement").

WHEREAS Customer and Provider desire to add to the Agreement the terms as stated herein;

NOW, THEREFORE, as of the Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This Amendment shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide services to you after the expiration or earlier termination of this Amendment.
- Services. Provider will implement and provide certain services to Customer to make available to individuals and organizations posting funds or satisfying obligations to Customer (each singularly, a "Payer" or collectively, "Payers") for the duration of the Agreement, as more fully set forth in the attached Payment Services Schedule incorporated within and made a part of this Amendment by this reference.
- General. Except as expressly modified by this Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. This Amendment may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Amendment shall be deemed as valid as originals. EXECUTED on the dates written below.

<p><u>CUSTOMER:</u> Lexington-Fayette Urban County Government</p> <p>By: <u><i>Linda Gorton</i></u> Name: <u>Linda Gorton</u> Title: <u>Mayer</u> Date: <u>12/18/2020</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: <u><i>Peter Ober</i></u> Name: <u>PETER OBER</u> Title: <u>President, Payment Services</u> Date: <u>12/4/20</u></p>
<p><u>FOR COMPLIANCE PURPOSES:</u></p> <p>AllPaid, Inc.</p> <p>By: <u><i>Peter Ober</i></u> Name: <u>PETER OBER</u> Title: <u>PRESIDENT, PAYMENT SERVICES</u> Date: <u>12/4/20</u></p>	

Please return signed document to Provider at 4000 International Parkway, Carrollton, Texas 75007, Attention: Contracts Administrator, (972) 277-0300.

PAYMENT SERVICES SCHEDULE

1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed under this Payment Services Schedule ("Payment Services") to its affiliate, AllPaid, Inc. ("AllPaid") and Customer accepts AllPaid as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of AllPaid, AllPaid will provide the Payment Services. AllPaid shall (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at AllPaid's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this Payment Services Schedule and the terms of the Agreement, the terms of this Payment Services Schedule shall control.

2. Service Fees. AllPaid shall collect the fees ("Service Fees") shown in Exhibit A to this Payment Services Schedule, based on the type of payment processed. Service Fees include all costs of providing the Payment Services unless otherwise indicated. **ALL SERVICE FEES ARE NON-REFUNDABLE.** Customer may select any or all of the payment types. **CUSTOMER IS NOT OBLIGATED TO USE ANY OF THE PAYMENT SERVICES.** Payment types available are as follows:

- For criminal justice-related payments made by credit, debit, or prepaid debit card, such as fees for probation management, electronic monitoring, work release, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.

Service Fees may be the responsibility of Payer, Customer, or shared by Payer and Customer. Unless Customer advises AllPaid otherwise, Customer will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Customer elects to pay all or any portion of the Service Fees, Customer must so advise AllPaid in writing. For any Service Fees Customer elects to pay, AllPaid will debit Customer's account for Customer's share of the Service Fee in accordance with the terms of an AllPaid debit authorization form Customer must complete. Customer must allow AllPaid 30 days to make any changes Customer requests to Service Fee responsibility.

3. Terms and Conditions Applicable to Criminal Justice-Related, Cash Bail/Bond, and Fines & Other Payments.

3.1 Service Requests. Customer is responsible for advising AllPaid as to the types of payments Customer desires to include in its Payment Services and shall coordinate directly with AllPaid for service implementation or discontinuation. Payment Services for Criminal Justice-Related Payments will be provided through the service and equipment modes available for each payment type or category from time-to-time. Customer may at any time (i) authorize AllPaid to accept additional categories or specific types of payments within the above categories; (ii) cancel the processing of any types of payments; (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*[®], etc.); (iv) modify the account(s) to which AllPaid shall direct payments to Customer or specify settlement by mailed check; or (v) add an agency, department or sub-agency ("Additional Agency") to, or delete an Additional Agency from Customer's use of any Payment Services and equipment (provided, however, that the Payment Services for any Additional Agency are within the scope of this Amendment and documented to AllPaid's satisfaction) by specifying all such changes to AllPaid in writing and may be subject to additional verification. Any such changes will be subject to the AllPaid's acknowledgment and acceptance in writing. For purposes of section 2 and this subsection, "in writing" shall include an email originating from Customer's or AllPaid's official email address, as the case may be.

3.2 Use of Gov\$wipe. If Customer requests *Gov\$wipe*, AllPaid will provide Customer with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Customer understands that card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Customer a license to use such card readers and Firmware for the duration of the services provided under this Payment Services Schedule. Customer's use of card readers and Firmware shall be limited to the purposes of this Payment Services Schedule. Acceptance and use of card readers does not convey to Customer any title, patent, copyright or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the

Firmware, including but not limited to updates, enhancements, and additions. Customer shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Customer will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Customer designates or, at AllPaid's option, Customer will allow AllPaid and its designated representatives reasonable access to Customer's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to AllPaid through Customer's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov\$wipe* and is enabled solely by Customer's computers and networks. Customer is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. Neither AllPaid nor Provider shall be held liable to Customer for exposure of Customer's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Customer with replacement card readers on Customer's request and as AllPaid deems appropriate. Upon termination of the Agreement or the services provided under this Payment Services Schedule, AllPaid may require Customer to return card readers at AllPaid's expense and by such method as AllPaid specifies.

4. Compliance. AllPaid shall be responsible for complying with all laws, regulations, or industry rules applicable to its services including money transmission laws and regulations found by government officials to be applicable. Customer shall only use the Payment Services for legal purposes and shall not use the Payment Services in any way that violates laws, ordinances, or regulations applicable to Customer. Customer will reasonably cooperate with AllPaid in good faith to minimize potential illegal use of the Payment Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.

5. Limited Agency. For the limited purpose of receiving payments from Payers, Customer expressly authorizes AllPaid to receive Payer funds on Customer's behalf as Customer's agent, and AllPaid is acting on behalf of, and as Customer's authorized agent for such purpose. Payment from a Payer to AllPaid by use of a credit card, debit card, or prepaid debit card shall be considered payment to Customer, extinguishing the Payer's payment obligation to Customer (in the amount paid by Payer) as if Payer had paid Customer directly, subject to any right Customer has to reject such transaction. AllPaid, and not the Payer, is solely liable to Customer for Payer funds if AllPaid fails to remit funds from an authorized transaction to Customer from Payers using a credit card, debit card, or prepaid debit card to pay Customer.

6. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes raised by Payers associated with the use of the Payment Services. AllPaid shall further be responsible for all chargebacks relating to its Payment Services initiated not more than 180 days after the completion of a transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Customer to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity. **THE FOREGOING PAYMENT GUARANTEE DOES NOT APPLY TO BAIL PAYMENTS MADE TO PUBLIC AGENCIES IN COLORADO OR TO ANY PAYMENT TO PUBLIC AGENCIES IN MONTANA.**

7. Implementation and Documentation. Availability of Payment Services is further conditioned on Customer's completion of forms and authorizations AllPaid provides to Customer that are required for establishing and operating the Payment Services. Customer use of the Payment Services shall be subject to any user manuals and documentation AllPaid provides.

8. Branding and Awareness. All services provided under this Amendment shall be provided under the AllPaid brand. Customer agrees to work with AllPaid to promote awareness of the Payment Services through posters, flyers, and Customer's website.

9. Indemnification and Disclaimers. With respect to the Payment Services, AllPaid shall indemnify and save harmless Customer, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from providing such Payment Services. **ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT RELATING TO THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT SHALL APPLY WITH EQUAL EFFECT TO ALLPAID AND THE PAYMENT SERVICES GENERALLY. NEITHER PROVIDER NOR ALLPAID ACCEPT RESPONSIBILITY FOR SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR ALLPAID. PROVIDER AND ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. NEITHER PROVIDER NOR ALLPAID IS A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS PAYMENT SERVICES SCHEDULE, PROVIDER AND ALLPAID DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS PAYMENT SERVICES SCHEDULE. NEITHER PROVIDER NOR ALLPAID GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED.**

10. Miscellaneous. There are no third-party beneficiaries to this Payment Services Schedule. Any party is excused from performance under this Payment Services Schedule and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this Payment Services Schedule must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations under this Payment Services Schedule which by their nature should survive will remain in effect after termination or expiration of the Agreement or termination of the Payment Services. In the event that any provision of this Payment Services Schedule is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Payment Services Schedule shall remain in full force and effect.

11. Completeness. This Payment Services Schedule is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Payment Services Schedule may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Payment Services Schedule if required to comply with law, regulation, or industry rules and AllPaid provides prompt notice to Customer of such change(s).

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**EXHIBIT A:
SERVICE FEES**

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.75% <i>Minimum Fee = \$3.50</i>	5.25% <i>Minimum Fee = \$5.00</i>

ALL SERVICE FEES ARE NON-REFUNDABLE

eCheck Services Rider

This eCheck Services Rider ("eCheck Rider") establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse ("ACH") transfer, also known as electronic check ("eCheck") to the undersigned entity ("eCheck Recipient") that has entered into one or more agreement(s) with AllPaid, Inc. ("AllPaid") for payment processing services described in such agreement(s) (singularly, the "AllPaid Agreement" or collectively, the "AllPaid Agreement(s)").

1. Effectiveness. The effectiveness of this eCheck Rider is conditioned upon at least one standard form AllPaid Agreement(s) being in effect between eCheck Recipient and AllPaid. This eCheck Rider shall terminate at such time as there is no AllPaid Agreement in effect between eCheck Recipient and AllPaid. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the AllPaid Agreement(s) which shall continue in full force and effect and apply to the eCheck services provided by or through AllPaid under this eCheck Rider. In the event of any conflict between the terms of the AllPaid Agreement(s) and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the AllPaid Agreement(s).
2. Payment Processing. AllPaid obtains eCheck Services from the payments provider designated on Attachment "A" to this eCheck Rider ("Processor"). AllPaid will make available eCheck payment processing services ("eCheck Services") to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the "Payer" or collectively, the "Payers") as an additional service AllPaid provides to eCheck Recipient under the AllPaid Agreement(s).
3. eCheck Services. AllPaid shall make eCheck Services available to eCheck Recipient's Payers through the AllPaid payment website. The eCheck Services are as more specifically described in Attachment "B" to this eCheck Rider. AllPaid shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to AllPaid for any reason. All Payer use of the eCheck Services shall be subject to AllPaid's terms of use displayed on the AllPaid website.
4. Documentation. Use of the eCheck Service shall also be subject to any user manuals and documentation AllPaid provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient's Payers is further conditioned on eCheck Recipient's completion of forms and authorization's AllPaid provides to eCheck Recipient that are required by AllPaid for establishing and operating the eCheck Services.
5. Fees. Service Fees for eCheck Services shall be as stated in Attachment "C" to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in the AllPaid Agreement(s). For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services. AllPaid may modify Service Fees to the greatest extent allowed by the AllPaid Agreement(s).
6. Limited Agency. Under the AllPaid Agreement(s) AllPaid acts as eCheck Recipient's agent for the processing of credit, debit, and prepaid debit card transactions. In addition, eCheck Recipient hereby appoints AllPaid as its agent for the purpose of receiving payments on its behalf from Payers directly and through Processor, in connection with the processing of eCheck payments, and AllPaid accepts such appointment subject to any conditions and limitations in the AllPaid Agreement(s).
7. Effect of Payment. Receipt by AllPaid or Processor of a Payer's funds shall constitute receipt of payment by eCheck Recipient and will satisfy the obligation Payer authorized through AllPaid to pay to eCheck Recipient as of the day upon which AllPaid or Processor receives Payer's funds, subject to the conditions stated in section 8. If AllPaid fails to make a payment to eCheck Recipient corresponding to a Payer's payment, eCheck Recipient's sole recourse shall be to AllPaid, not Payer. AllPaid will make a statement available to Payers at the time of the transaction that will indicate the AllPaid system has issued the payment request to Processor and providing details of such transaction, including a reference number specific to that Payer's payment.

8. Reversal or Rejection. Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. For any reversed or rejected payment, AllPaid will debit Recipient's account for the amount of the payment plus the Service Fee in accordance with the terms of the debit authorization form provided as Attachment "D" hereto. Recipient must complete, sign, and return Attachment "D" with this eCheck Rider.

9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE ALLPAID AGREEMENT(S) RELATING TO THE PERFORMANCE OF SERVICES UNDER THE ALLPAID AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. ALLPAID DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. ALLPAID WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. ALLPAID HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.

10. Compliance. eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with AllPaid and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.

11. Execution. This eCheck Rider may be executed contemporaneously with the AllPaid Agreement(s) or as a supplement to one or more pre-existing AllPaid Agreement(s) between eCheck Recipient and AllPaid. This eCheck Rider may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this signed eCheck Rider signature page by facsimile or electronically imaged transmission shall constitute effective execution and delivery of this eCheck Rider and may be used in lieu of the original eCheck Rider for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this eCheck Rider by their duly authorized representatives or agents as of the date written below.

Lexington-Fayette Urban County Government

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

Date: 12/18/2020

By: Mackenzie Sommers

Printed Name: Mackenzie Sommers

Title: Deputy Council Clerk

Date: 12/18/2020

ALLPAID, INC.

By: Peter O'Hara

Printed Name: PETER O'HARA

Title: PRESIDENT, PAYMENT SERVICES

Date: 12/4/20

ATTACHMENT "A" - PROCESSOR

Vantiv, LLC n/k/a "Worldpay" ("Worldpay") under a Payment Facilitator Merchant Agreement between and among AllPaid, Worldpay, and Fifth Third Bank, an Ohio banking corporation "Member Bank" effective September 28, 2016 (the identity of the Member Bank may change from time to time but any successor Member Bank shall be a member of VISA, MasterCard and/or other card and payment networks, as the case may be, that will provide sponsorship services in connection with the Payment Facilitator Merchant Agreement).

ATTACHMENT "B" - ECHECK SERVICES

The eCheck Services shall be available to Payers through the AllPaid website and implemented at no cost to the eCheck Recipient. Specific services include the following:

- Presentment of Payer eCheck transaction request via the AllPaid payment website to Processor for authorization and, if authorized, debiting of funds from the Payer's indicated account
- Electronic settlement of funds debited from Payer's account by Processor to eCheck Recipient's indicated account via AllPaid's standard settlement process
- Payers may place eCheck transaction requests via toll-free call to AllPaid for entry to the AllPaid website by a AllPaid customer service representative
- Real-time updates of payment status and notification to eCheck Recipient of payments processed
- Pre-notification (non-monetary) transactions to confirm Payer information accuracy
- Verification of information for U.S. accounts through a third-party service
- Payer account information update in response to change notifications
- eCheck Recipient to accept or reject each eCheck payment
- Processing for returned eCheck items
- Transaction reporting and analytics
- Training and support

ATTACHMENT "C" – SERVICE FEES

ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for eCheck Payments
\$2.95 per item

Premium Assistance Fee for All Payments Via Call Center
Add \$2.50 to each fee amount for use of operator assistance.

ATTACHMENT "D" - DEBIT AUTHORIZATION

The undersigned has entered into one or more agreement(s) with AllPaid, Inc. ("AllPaid") and has provided written instructions or acknowledgements to AllPaid ("Documentation") with respect to amounts that may be due and owing to AllPaid comprised of reversed or rejected eCheck payment(s) plus the related service fee(s) collected by AllPaid on behalf of the undersigned ("Obligations") to electronically debit our account and, if necessary, to electronically credit our account to correct erroneous debits, as follows:

Our ___ Checking Account, or ___ Savings Account (select one) held at the depository financial institution ("Depository") as specified below

Depository Name _____

Routing Number _____

Account Number _____

We agree that transactions we authorize by this Authorization comply with all applicable laws. Debits will equal the value of Obligations during the period between debits to our account as per the Documentation and may not occur more frequently than once weekly. This authorization will remain in full force and effect until we cancel it by providing AllPaid with at least 45 days' prior written notice at the below address or facsimile number:

AllPaid, Inc.
Attention: Finance Department
7820 Innovation Boulevard, Suite 250
Indianapolis, IN 46278-2729
Fax: (888) 665-4755

This Authorization has been executed by an individual authorized to do so on our behalf. An executed facsimile, scanned, or other electronic version of this Authorization transmitted electronically and the signature(s) thereto shall be deemed the original signature(s) for purposes of this Authorization, with the same legal effect as an original signature, in accordance with federal law and may be relied upon by Depository. We have executed this Authorization through the below authorized individual(s):

Printed Name(s): Linda Gorton

Date: 12/18/2020

Signature(s): Linda Gorton

Title(s): Mayor