

## AMENDMENT #4 TO THE AGREEMENT FOR SERVICES

**THIS AMENDMENT #4 TO THE AGREEMENT FOR SERVICES** (“Amendment”), effective as of March 1st, 2022 (the “**Amendment Effective Date**”), is by and between **Board of County Commissioners of Fremont County Colorado** (“**County**”) and **Intellectual Technology, Inc.** (“**Contractor**”). County and Contractor may be referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

### RECITALS

**WHEREAS**, the Parties entered into that certain Agreement for Services (the “**Services Agreement**”) under which Contractor provides self-service kiosks for vehicle registration renewals and other transactions during which Contractor for the acceptance and processing of credit card payments; and

**WHEREAS**, Contractor’s current preferred payment processor, LexisNexis VitalChek Network Inc., is required to ensure that certain payment terms are included in each agreement where credit cards are processed to comply with payment card processor rules.

**NOW, THEREFORE**, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained herein, the Parties, intending to be legally bound, do agree as follows:

- A. The Services Agreement is amended by adding Exhibit 1 attached hereto. The terms of Exhibit 1 shall apply to County unless terminated, replaced, or superseded by an amendment to the Service Agreement.
- B. Capitalized terms used but not defined herein shall have the meanings provided in the Services Agreement.
- C. Except as expressly set forth in this Amendment, the terms and conditions of the Services Agreement shall continue unmodified and in full force and effect. In the event of any conflict between this Amendment and the Services Agreement, this Amendment shall control. This Amendment may be executed in counterparts and may be signed and given by any legally permissible means, including electronic means (i.e., PDF or facsimile), and will not be effective or enforceable unless and until it is executed by an authorized representative of each Party.

*[The Remainder of the Page Intentionally Blank. Signature Page to Follow.]*

**IN WITNESS WHEREOF**, this Amendment #4 has been executed by the authorized representatives of the Parties, effective as of the Effective Date.

**Intellectual Technology Inc.**

**Board of County Commissioners of Fremont County  
Colorado**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Exhibit 1**

**Payment Solutions Service Agreement**

(Attached)



## LexisNexis® VitalChek Network Inc.

### Payment Solutions Service Agreement

This agreement ("**Agreement**") is entered into as of April 15th, 2021 (the "**Effective Date**"), by and between LexisNexis VitalChek Network Inc. ("**VitalChek**") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Intellectual Technology, Inc. on its behalf and on behalf of the applicable Government Agency (the "**Customer**"), with a place of business located at 2980 E. Coliseum Blvd Fort Wayne, Indiana 46805.

**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer acting on behalf of and for the benefit of government agencies ("**Government Agency**") wishes to provide consumers who desire to pay for services rendered by mutually agreed Government Agencies, the option of paying for such services using certain credit or debit cards or checks (as more particularly described hereinafter, the "**Payment Services**");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. Customer shall, at its expense, provide at mutually agreed upon facilities of Customer or the applicable Government Agency the hardware and/or software required for the Payment Services and for Customer to use the Payment Services solely to mutually agreed Government Agencies.
2. VitalChek will make payment to Customer in an amount equal to the applicable charges for all properly authorized requests in connection with governmental fees or services rendered by the applicable Government Agency and which are correctly processed through the Payment Services. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
3. VitalChek will charge the consumer certain service fees ("**Fees**") for the use of the Payment Services, and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. Customer agrees that as the provider of the Payment Services, VitalChek acts as Customer's agent for transaction processing and payment purposes.
4. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
5. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, the MasterCard Site Data Protection program and the NACHA rules (collectively, the "**Rules**"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "**Laws**").
6. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "**VitalChek Policies**"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's



compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

7. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
8. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer, a Government Agency, their employees or contractors, and businesses or consumers that make payments to a Government Agency served by Customer. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
9. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
10. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Payment Services or provided by VitalChek.
11. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
12. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE PAYMENT SERVICES FURNISHED HEREUNDER.
13. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the 12-month period preceding the date of such loss or injury, except for claims related to a Security Event due to VitalChek's negligence, which shall not exceed five million dollars (\$5,000,000.00).  
  
A "Security Event" is the unauthorized acquisition or access of or to personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use.
14. Customer will include the terms of this Agreement in its agreement with each applicable Government Agency. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
15. This Agreement shall be construed and enforced in accordance with the laws of the State where the applicable Government Agency is located.

*[Remainder of this Page is Intentionally left Blank. Signature Page to Follow.]*



**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

**INTELLECTUAL TECHNOLOGY, INC.**

DocuSigned by:  
Signature: Robert Drew Nicholson  
By: Robert Drew Nicholson  
Title: President/COO  
Date: 4/27/2021

**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature: [Handwritten Signature]  
By: Jeff Piefke  
Title: Vice President, General Manager  
Date: 28 Apr 21

