

PARTICIPANT AGREEMENT

This Participant Agreement (the "Participant Agreement") is entered into by and between OFFICIAL PAYMENTS CORPORATION, a Delaware corporation ("OPAY"), and the undersigned legal person ("Participant") and is effective as of the last date set forth in the signature block of this Participant Agreement (the "Effective Date") (OPAY and Participant are each a "Party" and collectively the "Parties" to this Participant Agreement).

A. Pursuant to that certain Application Services Master Agreement and one or more of the Schedules attached thereto (collectively, the "Master Agreement") by and between OPAY and American Traffic Solutions, Inc. ("Participant Facilitator"), OPAY provides electronic payment services ("EBPP Services") to Participant Facilitator and its clients, including Participant.

B. Participant desires to appoint OPAY as its agent for the purpose of receiving payments from Participant's payors as more fully described herein.

NOW, THEREFORE, in consideration of the EBPP Services offered to Participant through Participant Facilitator, Participant acknowledges and agrees as follows:

1. **Agency Appointment.** Participant hereby appoints OPAY as its agent for purposes of receiving payments from its payors. Participant acknowledges and agrees that payment of an amount by Participant's payor (a "Payor") to OPAY (via an account specified by OPAY) will constitute full and final settlement of such amount payable by such Payor to Participant, and that any dispute regarding the receipt or amount of the payment shall be between OPAY and Participant.

2. **EBPP Services.** Participant hereby authorizes OPAY to receive payment instructions from and provide payment instructions to Participant Facilitator and interface with Participant Facilitator's personnel in connection with the EBPP Services provided by OPAY to Participant Facilitator pursuant to the Master Agreement and Participant agrees that OPAY may rely on such payment instructions and communications as if provided directly to OPAY by Participant. Participant will be accessing a hosted environment configured for Participant Facilitator and Participant does not have the right or ability to change or customize the hosted environment for its individual needs. Participant must direct any requests for service or other communications relating to the EBPP Services to Participant Facilitator.

3. **Intentionally Omitted.**

4. **Participant Responsibilities: Fees.** OPAY must receive an executed copy of (a) this Participant Agreement and (b) the Merchant Services Agreement for Sub-Merchants between Participant and OPAY (the "Merchant Services Agreement") and OPAY shall be under no obligation to provide EBPP Services prior to its receipt of such executed agreements. Participant agrees to comply with all laws, regulations and payment card rules applicable to Participant and Participant will cooperate in the implementation and performance of the EBPP Services. Unless specifically provided otherwise herein, Participant will owe no fees to OPAY in connection with the EBPP Services and the Parties acknowledge that OPAY will be compensated for the EBPP Services under the Master Agreement. Participant acknowledges and agrees that: (i) in no event will OPAY be responsible for any breach of the agreement between Participant and Participant Facilitator or other claims between Participant and Participant Facilitator and (ii) OPAY is not a party to the written agreement between Participant and Participant Facilitator relating to the subject matter of this Participant Agreement (the "Participant Facilitator Agreement") and this Participant Agreement does not make OPAY liable or responsible for Participant Facilitator's obligations owed to Participant under the Participant Facilitator Agreement. Participant agrees to understand and comply with the NACHA Rules, including assuming the responsibilities of an Originator, as that term is defined in the NACHA Rules, with respect to ACH transactions. Copies of the NACHA Rules may be obtained through NACHA.org. Participant further agrees to regularly monitor its return ratio.

5. **Role of OPAY.** OPAY is not responsible for the amount of payments collected by Participant Facilitator or the amount of any fees charged by Participant Facilitator or whether those payments or fees were accurately invoiced by the Participant Facilitator. Participant hereby agrees not to make OPAY a party to any claim or dispute Participant has with Participant Facilitator regarding payments collected and fees charged by Participant Facilitator.

6. **Reversibility.** If the EBPP Services rendered to Participant include ACH payments, OPAY will notify Participant of any payment included in a transmission for which OPAY has been unable, for any reason to collect the corresponding funds from the funding account, or any payment that is returned for any reason. If the EBPP Services rendered to Participant include credit or debit card payments, OPAY will notify Participant by online report and/or transmitted file of any payment included in a transmission for which OPAY has been notified by the credit card or debit network as invalid, or any payment that is returned or charged-back for any reason. OPAY will use reasonable efforts to provide such notices within two (2) business days of such occurrence (the date that OPAY notifies Participant is referred to as the "Notification Date"). Participant shall accept an electronic debit to the Participant's Designated Account for the aggregate amount of uncollected remittances of which OPAY notifies Participant ("Reversibility"). No

action on the part of Participant, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or execution by any third party shall affect OPAY's rights hereunder. Participant agrees that Reversibility shall occur on the next business day following the Notification Date. If for any reason the reversal debit described in this Section 6 is not successful and is returned, then no later than the third (3rd) business day after the Notification Date, Participant shall send to OPAY by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that the Participant had the funds.

7. **Term and Termination.** This Participant Agreement commences as of the Effective Date and continues in effect until the earlier of the termination or expiration of (a) Participant's right to receive EBPP Services pursuant to the Participant Facilitator Agreement and related program documentation or (b) the Master Agreement (the "Term"). OPAY may immediately terminate or suspend the EBPP Services being provided to Participant in the event (i) OPAY suspects fraud or other violation of law by Participant in connection with the EBPP Services (ii) a third party supplier of OPAY terminates or suspends provision of any services that are material to OPAY delivering the EBPP Services to Participant Facilitator or Participant, (iii) OPAY determines, in its reasonable discretion, that any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any EBPP Services to fail to materially comply with such law, statute, regulation, rule (including NACHA or card association rules), order or operating procedure (including OPAY due diligence investigations and the OPAY prohibited customer list), (iv) a change in the rules of any financial network used or utilized by the EBPP Services materially affects OPAY's ability to provide the EBPP Services, (v) Participant becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, or (vi) Participant resolves to wind up business, dissolve, or liquidate, or (v) Participant otherwise ceases to conduct business in the normal course.

8. **No Direct Cause of Action; WAIVER OF DAMAGES.** Participant acknowledges and agrees that: (i) any and all claims for damages by Participant resulting from proceedings, claims, demands, losses, liabilities, damages and expenses in connection with or otherwise arising out of this Participant Agreement or the EBPP Services ("Services Claims") must be asserted or filed against Participant Facilitator and not OPAY; (ii) as between Participant Facilitator and OPAY, Participant Facilitator will be solely liable for any Services Claims; and (iii) OPAY shall have no liability to Participant for damages in connection with any Services Claims; IN NO EVENT SHALL OPAY BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY UNDER THIS PARTICIPANT AGREEMENT, OR THE MASTER AGREEMENT, SCHEDULES, EXHIBITS, OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. SUCH LIABILITY TO PARTICIPANT AND/OR THIRD PARTIES IS HEREBY EXPRESSLY DISCLAIMED AND LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FOR DIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE EBPP SERVICES, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS PARTICIPANT AGREEMENT OR THE MASTER AGREEMENT.

9. **Confidentiality.** Each Party receiving Confidential Information (as defined below) (the "Receiving Party") shall use the Confidential Information disclosed by the other Party (the "Disclosing Party") solely for the purposes of performing its obligations under this Participant Agreement and shall disclose such Confidential Information only as specifically authorized below. "Confidential Information" for purposes of this Participant Agreement means all proprietary or confidential information of the Parties, their respective affiliates, which is (i) designated in writing as such; or (ii) by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential. Receiving Party shall not disclose Confidential Information of Disclosing Party, except to Participant Facilitator, and to Receiving Party's employees, consultants or any third party having a legitimate business purpose with respect to this Participant Agreement, and having a need to know such Confidential Information for performance hereunder, or to the extent required by applicable law, including but not limited to public records laws. Notwithstanding anything to the contrary herein, the Parties understand and agree that OPAY's obligations to prevent unauthorized access by third parties to Participant's payor or client data ("End User Data") are exclusively set forth in the Master Agreement and are owed, if at all, exclusively to Participant Facilitator. Any failure or alleged failure by OPAY to meet any such obligations shall not be a breach of this Participant Agreement. If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of this Section 9, or if any third party obtains any Confidential Information through Receiving Party's breach of its obligations under this Section 9, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party's name and at Receiving Party's expense. Each Party acknowledges that the other Party's Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of this Section shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The obligations of this Section 9 shall survive termination of this Participant Agreement.

10. **Intellectual Property Rights.** Nothing in this Participant Agreement shall be construed to give Participant any right, title, or interest in any OPAY IP. If, by operation of law, Participant is deemed to possess any rights in or to any OPAY IP, then Participant hereby assigns such rights to OPAY. To the extent the acquired rights in the OPAY IP are inalienable under applicable law, Participant hereby waives such rights and, if such waiver is deemed invalid, grants OPAY, its licensors and their designees the exclusive, irrevocable, perpetual, worldwide, royalty free right to use, market, modify and grant licenses to such items without identifying Participant or seeking Participant's consent. As used in this Participant Agreement, "OPAY IP" means all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of OPAY.

11. **Third Parties.** This Participant Agreement does not create a multi-party agreement or a joint venture by or among the Parties or any third party (including other Participants and Participant Facilitator), and nothing shall be construed to create third party beneficiaries of this Participant Agreement. This Participant Agreement is for the benefit of, and may be enforced only by, OPAY and Participant and is not for the benefit of, and may not be enforced by, any other party.

12. **Miscellaneous.** This Participant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Florida without regard to conflicts of law provisions and any disputes shall be litigated in the courts of Collier County, Florida, except to the extent Participant is prohibited by laws applicable to Participant from agreeing to this choice of law and venue, in which case this Participant Agreement will be governed by the law applicable to the venue where the dispute is litigated. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS PARTICIPANT AGREEMENT OR OTHERWISE RELATED TO THIS PARTICIPANT AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS. This Participant Agreement may not be assigned by Participant and Participant may not subcontract, resell, or redistribute the EBPP Services. This Participant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, transferees and assignees. OPAY may amend this Participant Agreement upon notice to Participant. If any provision of this Participant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Participant Agreement will be construed as if such provision is not contained in the Participant Agreement. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Participant Agreement shall be in writing and in English to the address set forth below the signature block, provided by one or more of the following means and deemed to have been duly given upon receipt if delivered personally, by overnight courier service, or by certified or registered mail (postage prepaid and return receipt requested). Either Party may change its address by giving notice as provided herein of the new address to the other Party. Any delay in or failure of performance by OPAY under this Participant Agreement or the Master Agreement shall not be considered a breach of this Participant Agreement and shall be excused to the extent such delay in or failure of performance is caused by a force majeure event, defined as any occurrence beyond the reasonable control of OPAY. This Participant Agreement constitutes the entire agreement between the Parties regarding this matter, and it supersedes all prior discussions or agreements related to the same. This Participant Agreement may be executed in counterparts, each of which shall be considered an original, but together shall constitute one and the same instrument. The exchange of a fully executed Participant Agreement (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file shall be sufficient to bind the Parties to the terms and conditions of this Participant Agreement.

IN WITNESS WHEREOF, the Parties cause this Participant Agreement to be signed by the duly authorized representatives of OPAY and Participant on the dates specified below.

ACI PAYMENTS, INC. (formerly known as
OFFICIAL PAYMENTS CORPORATION)
By: Ben Mitchell
Name: Ben Mitchell
Title: VP, Operational compliance
Date: 09-Jan-2020
Address: ACI Payments, Inc. (formerly known as
Official Payments Corporation)
Attention: Contracts Administration
6060 Coventry Drive
Elkhorn, Nebraska 68022

PARTICIPANT NAME City of Doral
By: [Signature]
Name: Albert P. Childress
Title: City Manager
Date: Dec 23 2019
Address: 2300 NW 56th St
Doral, FL
33166