



10/21/14

Kittitas Washington Upper District Court
700 East 1st Street
Cle Elum, WA 98922
Diana M. MacKenzie, Court Administrator

Dear Diana:

As requested, this letter agreement ("Agreement") between nCourt LLC (hereinafter referred to as "nCourt" and Kittitas County WA Upper District Court (hereinafter referred to as the "Agency"), sets forth our mutual understanding of the amendment of the scope of the work to the existing contract pertaining to nCourt LLC providing Kittitas County Upper District Court with an online payment program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree effective 12/31/2014 as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides software that permits government agencies to collect fines, fees and taxes on-line with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain an Agency-specific website(s) for Kittitas Lower District Court with the URL www.upperkittitastix.com.
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 5% (rounded) 'service fee' for payments taken at the Court and a 7% (rounded) 'service fee' for payments taken on-line or over the phone. Pricing is stated as a percentage of the citation and varies based on the value of the underlying citation. The parties agree that such fees are the entire compensation to nCourt for this agreement.
4. There is no cost to the Agency for the implementation and operation of the Program.
5. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citation number and fine amount, and then proceed to pay with a credit or debit card.
6. nCourt's website, other software, and hardware shall at all times maintain compliance with the Payment Card Industry Data Security Standard, and nCourt shall provide proof thereof to the Agency via U.S. Mail or electronic mail to the Court Administrator named or successor upon request.
7. When a payment is authorized, nCourt will provide e-mail notification to the Agency and will update the Agency's dashboard with the payment details. Agency employees will accept or reject the payment in the dashboard and, if accepted, update their databases with payment information.
8. The payer will be simultaneously advised that the transaction has been completed and will receive further notification when the Agency processes the payment in the dashboard.
8. Payments are deposited daily into a government fees custodial account and transferred by ACH Electronic Transfer to Agency on a DAILY basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
9. nCourt guarantees to the Agency all fees collected, regardless of any chargeback issues. In the case of suspected fraud, nCourt may, from time to time, request of the Agency assistance in pursuing resolution



to suspected fraudulent chargebacks. In such instances, Agency agrees to provide reasonable assistance to nCourt in these efforts. Such support may include but is not necessarily limited to providing documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.

10. Upon notification of an over/under payment of any fine amount, nCourt will refund an overpayment or notify the payer via automated email of their under payment and remaining amount due.
11. If there are designated payments which are ineligible for online payment, the Agency will be able to reject the payment through the dashboard. Payers will be notified by automated email.
12. nCourt shall hold harmless, indemnify and defend Agency, and all of its elected or appointed officers, employees, other officials, and Additional Insureds from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.
13. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Agency personnel.
14. In order to ensure high utilization of the Program and thereby further streamline payment processing, the website address shall be printed on all invoices. Links from other government websites will also be explored. Additionally, Agency administrative staff should routinely advise telephone callers of the Agency's website(s) which should create greater utilization and reduce telephone inquiries to the Agency.
15. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
16. This Agreement may be terminated by the Agency at will but with 60 days prior notice.
17. This Agreement represents the final agreement of the parties as to the Scope of the work. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
18. This Agreement has been executed and delivered in the State of Washington, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Washington without giving credence to the conflicts of law provisions thereof, and venue shall be in the Superior Court of Washington in and for the County of Kittitas.
19. The parties acknowledge that they have executed this Agreement as of the date and year first above written.



APPENDIX A

Terms Agreement

To continue to pay this payment you must accept the following TERMS OF USE. Please read and understand, completely, the following terms and press the "ACCEPT TERMS" button to continue to payment or press the "DECLINE TERMS" button to return back to the previous screen.

Disclaimer and Limitation of Liability

THE WEBSITE AND ONLINE PAYMENTS SERVICE IS PROVIDED "AS IS" AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION.

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES YOU MAY INCUR IN CONNECTION WITH THIS WEBSITE, YOUR USE THEREOF OR ANY OF THE DATA TRANSMITTED THROUGH OR RESIDING ON OUR SYSTEM.

You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the owner of this website against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the owner to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, plus process fees, plus costs, plus attorney fees, plus any incidental or associated damages proven.

The submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is transferred across the Internet. Your personal data is NOT stored on computers administered by the owner of this website. However, by submitting this information electronically you are acknowledging that the owner of this website assumes no liability for data submitted via this Internet platform.

This agreement is governed by the laws of the State of Georgia as such laws are applied to agreements entered into and to be performed entirely in Georgia. Any cause of action under this agreement shall be brought in the State of Georgia. This Agreement sets forth the entire understanding between the parties.

[Decline Terms](#)

[Accept Terms](#)



IN WITNESS WHEREOF, the parties have executed this agreement the 15th day of January, 2014.

APPROVED:

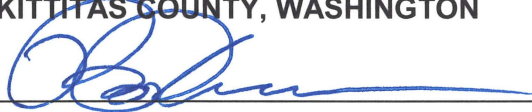
NCOURT, LLC

Upper District Court of Kittitas County

Kathleen Miller
Name: Kathleen Miller
Title: CFO
Date: 12/9/14


Darrel R. Ellis, Judge

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**


Paul Jewell, Chairman


Gary Berndt, Vice-Chairman


Obie O'Brien, Commissioner

ATTEST:
CLERK OF THE BOARD Deputy
Mandy Buchholz
Julie A. Kjorsvik