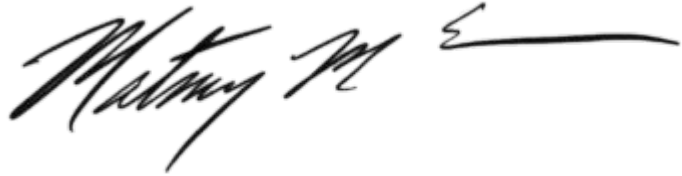

MEMO

APPROVED
7/31/2023

TULSA COUNTY
PROCUREMENT
DEPARTMENT

DATE: July 25, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – ATM One, Inc.



Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Assessor's Department and ATM One, Inc., for electronic payment services, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The July 31, 2023 BOCC meeting agenda.

CMF# 20231332

APPROVED
7/31/2023

ATM ONE SERVICE AGREEMENT

This Agreement made effective this 13th day of June, 2023, by and between Tulsa County Assessor's Office, hereinafter referred to as "Tulsa County" and ATM One, Inc., hereinafter referred to as "ATM One". Tulsa County agrees to engage ATM One and ATM One agrees to accept such engagement by Tulsa County, to perform the services in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B (Service Schedule), and (iii) the Fee Schedule which is attached hereto as Schedule C (Fee Schedule). Tulsa County will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule.

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms.

In Witness Whereof, the parties have executed this Agreement hereto as of the Effective Date.

ATM One, Inc.

Signature: 

Name: Gary Watkins

Title: President

Tulsa County BOCC on behalf of

Tulsa County Assessor's Office

Signature: 

Name: Kelly Dunkerley

Title: Chairman

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

Attest. 

Name: Michael Willis, Tulsa County Clerk



SCHEDULE A-TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between ATM One, Inc. and Tulsa County as of the Effective Date.

AGREEMENT

1. Definitions.

"Absorbed Fee" means the transaction fee, where applicable, charged to Tulsa County by ATM One for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"ACH" means the Automated Clearing House.

"Change Order" means the Change Order as defined in Section 12.2 below.

"Client Designated Account" means the credit account(s) established and maintained by Tulsa County at an ACH receiving depository institution reasonably acceptable to ATM One. Tulsa County Designated Account is further described in Section 4.1.

"Client Marks" means Tulsa County's logo, trademarks, and other service marks.

"Customer" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"NACHA" means the National Automated Clearing House Association.

"ATM One Marks" means ATM One's logo, trademarks, and other service marks.

"ATM One System" means ATM One's and its Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software, and equipment.

"Payment Transaction" means an electronic payment transaction initiated by a customer and processed by ATM One and/or its Suppliers under this Agreement.

"Service" or "Services" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"Service Fee" means the transaction fee charged to a Customer by ATM One for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"Signature page" means the Signature Page with the signature of each party as entered into by and between ATM One and Tulsa County, as of the Effective Date, whereby ATM One has been engaged by Tulsa County to provide the Services.

"Suppliers" means ATM One's authorized vendors including, but not limited to ACH processor(s).

2. Provision of Services. ATM One will provide the Services in accordance with the Service Schedule(s) and Change Orders.

3. Client Obligations. With respect to each Service:

3.1. Tulsa County will take all reasonable security precautions within its system, hardware, and software to prevent unauthorized or fraudulent use of the ATM One's System by Tulsa County, Tulsa County's employees, agents, and Customers. ATM One may but will not be required to assign to Tulsa County one or more identification numbers or passwords for Tulsa County's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Tulsa County by ATM One, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Tulsa County.

3.2. Other than as provided in the Service Schedule(s). Client will not impose any surcharge or penalty on any of the Services.

3.3. If Tulsa County requests a customized reporting format, Tulsa County will provide ATM One with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require ATM One's prior written approval and may result in the imposition of a fee by ATM One to Tulsa County.

3.4. Tulsa County will not require, as a condition to initiating a Payment Transaction, that a customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5. Tulsa County will be solely responsible, at its own expense, for acquiring, installing, and maintaining all of its own equipment, software and data communication service, which is not a part of the ATM One's System.

3.6. Tulsa County will fully adhere to the rules, regulations, and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Tulsa County will enter into any applicable merchant credit card agreements.

3.7. Tulsa County shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to ATM One if requested by a regulator, law enforcement officials, or judicial process.

4. Payments.

4.1. Client Designated Account. Prior to any Payment Transaction, Tulsa County will establish a Client Designated Account and will provide ATM One with the electronic record specifications and permissions necessary for funds settlement. Tulsa County will maintain its account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason.

4.2. Review of Reports. Charges and Invoices. Tulsa County agrees that it shall review all reports, charges and invoices prepared by ATM One and made available to Tulsa County. Tulsa County expressly agrees that Tulsa County's failure to reject any such report, charge, or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Tulsa County, shall constitute Tulsa County's acceptance of such report, charge, or invoice. In the event Tulsa County believes that any report, charge or invoice is in error, or ATM One has failed in any way to provide the Services, Tulsa County agrees to provide ATM One with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Tulsa County.

5. Suspension; Restrictions. ATM One may immediately suspend the Services or withhold Services or Individual Payment Transactions in the event: (i) ATM One has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in ATM One's and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond ATM One's or its Suppliers' control, (v) of breach of the terms

of this Agreement by Tulsa County, its employees or representatives, (vi) the financial status or credit quality of Tulsa County is substantially diminished in the reasonable discretion of ATM One, or (vii) of non-payment of fees or other charges when they become due. In the event that ATM One suspends the Services under this Section 5, in its reasonable discretion, ATM One will provide Tulsa County with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, ATM One may require Tulsa County to establish a reserve account or institute other mutually agreed restrictions prior to ATM One restoring Services. ATM One will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by ATM One in accordance with ATM One's relationships with card associations, and the applicable rules, regulations and laws, and ATM One may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

6. Term and Termination.

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of one (1) year (the "Initial Term"). Thereafter, this Agreement may renew upon mutual agreement of both parties for successive one-year periods (each a "Renewal Term"). (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term").

6.2. Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

6.3. Termination by ATM One. ATM One may terminate this Agreement at any time upon written notice to Tulsa County in the event the provision of the Services hereunder is determined by ATM One, in its sole discretion, to violate any law, statute, regulation, rule, order or by operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by ATM One.

6.4. Termination for Convenience. Either party may terminate this agreement for convenience upon sixty (60) days prior written notice to the other party. If Tulsa County terminates this Agreement for convenience within the first year of the Initial Term, or if Tulsa County decides not to complete implementation after ATM One begins the implementation process, Tulsa County shall pay ATM One a termination fee of \$5,000.00 in recognition of ATM One's start-up/decommissioning costs related to the Services. The termination fee in the previous sentence shall be waived for those Clients who have received Services from ATM One previous to the Effective Date of this Agreement.

7. Account Monitoring; Security. ATM One and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does ATM One assume any responsibility to discover any breach of Tulsa County's security or misuse of the Services. Tulsa County and ATM One will immediately notify the other if either discovers any breach of security or misuse of the Service(s). ATM One will have the right, at ATM One's sole cost, to inspect Tulsa County's operation, system, and website to verify Tulsa County's compliance with its security obligations under this Agreement. Tulsa County will be responsible for failure to use

reasonable security precautions and for any fraud committed by its employees, representatives, or Customers.

8. Compliance with Laws, Rules, and Regulations.

8.1. Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI"), and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. ATM One and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Tulsa County and Tulsa County agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Tulsa County, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by ATM One, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

8.2. PCI : PCI provides a set of requirements established by the Payment Card Industry to enhance card holder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors, and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (<https://www.pcisecuritystandards.org>) is responsible for the development, management, education, and awareness of the PCI Standard, including the: Data Security Standard {PCI DSS}, Payment Application Data Security Standard {PA-DSS}, PIN Transaction Security {PTS} requirements, PCI requirements apply to all systems that store, process or transmit card holder data as defined by PCI Security Standards.

8.3. ATM One Compliance with PCI : ATM One will be responsible for safeguarding all stored data, particularly files that contain cardholder information, so as to be compliant with all state and federal laws and regulations, and in the case of Credit Cards, individual card brand requirements. ATM One is compliant with Payment Card Industry Data Security Standards (PCI DSS) and can show proof of such certification in accordance with the policies, standards, and guidelines. The proof of such certification is attached to this Agreement as Schedule D and made a part hereof {See attached Assessment Information}.

9. Warranty and Disclaimer.

9.1. Warranty. Each party represents and warrants that it has the full legal right, authority, and power to enter this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Tulsa County will provide to ATM One the forms that are necessary, as determined by ATM One, to set up the Services within ten (10) days of full execution of this Agreement. Tulsa County represents and warrants to ATM One that all information provided in such forms is current, correct, and complete. Tulsa County agrees to notify ATM One in writing of any changes to such Tulsa County information within ten (10) days of such change.

9.2. Disclaimer. Tulsa County acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays, and losses, including, without limitation, inadvertent loss, or errors. ATM One and its Suppliers do not, and cannot, control the flow of data to or from the ATM One System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. Accordingly, neither ATM One nor its Suppliers warrant that the Services will be error free, uninterrupted, secure, or virus free, and ATM One and its Suppliers refuse liability resulting from or related to such events. Except as expressly provided for herein, the Services are provided "as is" and "as available", and ATM One, its Affiliates and Suppliers make no representations or warranties of any kind whatsoever, whether oral or written, express, implied, or statutory, by operation of law or otherwise, including,

without limitation, any implied or statutory warranties of merchantability, fitness for particular purpose, conformity to any representation or description, non-interference, title, or noninfringement.

10. **Limitation of Liability.** ATM One, its Suppliers nor Tulsa County will be liable for indirect, special, punitive, incidental or consequential damages, including without limitation, loss of profits, revenue, business, data or damages from loss of use or delay, arising out of or in connection with this Agreement, however arising under any theory (including but not limited to negligence, tort, contract, strict liability or under statute), even if the parties have been informed in advance of the possibility of such potential claim, loss or damage. Each party's total aggregate liability for damages for any action related to this Agreement or the Services provided will in no event exceed the amount of the fees paid to ATM One in connection with the particular transaction for the specific service giving rise to damages hereunder. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency, or effectiveness of other remedies.
11. **Indemnity.** ATM One shall indemnify and hold harmless the Tulsa County, the Tulsa County Clerk's Office and its elected officials, agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of any act, conduct, misconduct or omission of ATM One, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement.
12. **Confidentiality.** Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure or (ii) should be reasonably understood to be confidential or proprietary ("Confidential information") as strictly confidential. ATM One designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "N PI") is designated as Confidential Information.

12.1. Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. ATM One will promptly notify Tulsa County and, if requested by Tulsa County, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

12.2. Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the

Agreement; or (3) in response to a valid order of a U.S. Court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's request and expense, return it to the disclosing party, except as otherwise required by law.

13. General Provisions.

13.1. Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by email to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page, with a second copy. Additionally, a second copy of any notice to ATM One shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

13.2. Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, and by a Change Order issued by ATM One as set forth in this Section 13.2. From time to time ATM One may issue a written modification to this Agreement ("Change Order") which Change Order may be (i) in response to a request for new Services by Tulsa County; or (ii) may contain an offer by ATM One of new Services by ATM One, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 12.1. Each such Change Order issued pursuant to subsection (i) of this Section 12.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Tulsa County, as described in Section 12.1. Each such Change Order issued pursuant to subsection (ii) of this Section 12.2 will be effective thirty (30) days after delivery of the applicable Change Order unless Tulsa County notifies ATM One within such 30-day period that it does not agree to such Change Order. If Tulsa County disagrees, the parties will meet and confer regarding the Change Order. If after such conference, ATM One does not withdraw or modify the Change Order, Tulsa County may terminate this Agreement on thirty (30) days written notice. Tulsa County's continued use of the Services after such thirty (30) day period will constitute Tulsa County's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

13.3. Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Tulsa County and ATM One with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Tulsa County and ATM One and/or its representative(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

13.4. Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

13.5. Assignment. This Agreement may not be assigned by either party {by operation of law or otherwise} without the prior written consent of the other party; provided, however, that the foregoing will not prohibit ATM One from assigning this Agreement or its rights hereunder, nor require the consent of Tulsa County, in

connection with any change of control, corporate reorganization, merger, or consolidation of ATM One. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

13.6. Status of the Parties; Suppliers. ATM One is the agent of Tulsa County for the limited purpose of accepting payments from Customer and forwarding such payments to Tulsa County ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Tulsa County and ATM One. Except for the Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Tulsa County acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by ATM One Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of Tulsa County's Designated Account in accordance with the terms of this Agreement.

13.7. Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

13.8. Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

13.9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts located in Tulsa County, Oklahoma or federal courts located in the State of Oklahoma.

13.10. No Third-Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit, or remedy of any nature whatsoever under or because of this Agreement.

13.11. Force Majeure. ATM One will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to Tulsa County hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunication services), external computer, "hacker" attacks, delays of common carriers or similar causes that are beyond ATM One's reasonable control.

13.12. Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the ATM One's System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

13.13. Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 10, 11, 12, 13.

SCHEDULE B - SERVICE SCHEDULE

The services provided by ATM One are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the Fee Schedule, which lists the fees to be paid to ATM One by the Customer.

Credit Card Services: ATM One accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

Debit Card Services: ATM One accepts electronic payments from Customers using a debit card, which may include VISA® and MasterCard®.

SCHEDULE C- FEE SCHEDULE

Additional Payment Terms

- A. Electronic Check ("eCheck") Fees : N/A
- B. Service Fees to be charged to Tulsa County by ATM One: \$N/A
- C. Fees to be charged to Tulsa County by ATM One: \$N/A
- D. Set-up Fee \$0.00
- E. Return Fee: N/A
- F. Credit/Debit Card Service Fee to be charged to the Customer: 2.75% of Payment Transaction, when credit or debit cards are used.
- G. Absorbed Fees to be charged to Tulsa County by ATM One: N/A