

**CONTRACT NAME: AGREEMENT BETWEEN PAY PROS
LLC AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Pay Pros LLC will serve as a third-party vendor for the Yolo-Solano Center for Teacher Credentialing to allow the program to accept credit cards for the Webstore.

There is no financial impact to the District.



Merchant Application & Agreement

OPENEDGE USE ONLY

MERCHANT #	<input checked="" type="checkbox"/> NEW MERCHANT <input type="checkbox"/> ADD LOCATION	MCC 8211	AGENT NAME Kenny Lee	AGENT NUMBER	APPID APP-000906524
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MERCHANT INFORMATION

<input checked="" type="checkbox"/> BUSINESS LEGAL NAME (CORPORATE) Davis Joint Unified School District	<input checked="" type="checkbox"/> MERCHANT "DOING BUSINESS AS" NAME (Webstore) YS Center for Teacher Credentialing		
<input checked="" type="checkbox"/> CORPORATE ADDRESS 526 B Street	<input checked="" type="checkbox"/> LOCATION ADDRESS (NO PO BOX) 526 B Street		
<input checked="" type="checkbox"/> CORPORATE CITY, STATE, ZIP Davis, CA 95616	<input checked="" type="checkbox"/> LOCATION CITY, STATE, ZIP Davis, CA 95616		
<input checked="" type="checkbox"/> CORPORATE TELEPHONE NUMBER (530) 757-5300	<input checked="" type="checkbox"/> CORPORATE FAX NUMBER (530) 757-5319	<input checked="" type="checkbox"/> DBA TELEPHONE NUMBER (530) 757-5300	<input checked="" type="checkbox"/> DBA FAX NUMBER (530) 757-5319
<input checked="" type="checkbox"/> CORPORATE CONTACT Omaira Reyna	<input checked="" type="checkbox"/> LOCATION CONTACT Julianna Sikes		
<input checked="" type="checkbox"/> EMAIL ADDRESS oreyna@djud.net	<input checked="" type="checkbox"/> EMAIL ADDRESS jsikes@djud.net		
<input checked="" type="checkbox"/> CUSTOMER SERVICE EMAIL ADDRESS	<input checked="" type="checkbox"/> BUSINESS START DATE (MM/YYYY)	<input checked="" type="checkbox"/> HOW LONG AT THIS LOCATION	
<input checked="" type="checkbox"/> BANK DDA (Direct Deposit Account) 4842702961	<input checked="" type="checkbox"/> TRANSIT/ROUTING NUMBER 121000248	<input checked="" type="checkbox"/> ACCOUNT TYPE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> MONEY MARKET	<input checked="" type="checkbox"/> NAME ON BANK ACCOUNT Davis Joint Unified School District
<input checked="" type="checkbox"/> DELIVER STATEMENTS TO: <input checked="" type="checkbox"/> LOCATION ADDRESS <input type="checkbox"/> CORPORATE ADDRESS	<input checked="" type="checkbox"/> DELIVER CHARGEBACKS AND RETRIEVALS TO: <input checked="" type="checkbox"/> LOCATION ADDRESS <input type="checkbox"/> CORPORATE ADDRESS		

TAX ID: Failure to provide accurate information may result in a withholding of merchant funding per IRS Regulations.
(See Part III, Section A.4 of the Program Guide for more information)

<input checked="" type="checkbox"/> IRS Filing Business Legal Name (as it appears on your income tax return) Davis Joint Unified School District	<input checked="" type="checkbox"/> Federal Tax ID#: 680343640
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TIN/TFN Blank or Invalid Fee: \$9.95 per month I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8)

OWNER/OFFICERS: List the two owners with the largest share of ownership. Information about the individual(s) signing the application is required below.

<input checked="" type="checkbox"/> NAME OF OWNER/OFFICER #1 Bruce E. Colby	<input checked="" type="checkbox"/> NAME OF OWNER/OFFICER #2 Omaira Reyna				
<input checked="" type="checkbox"/> TITLE #1 Chief Business Officer	<input checked="" type="checkbox"/> PERCENT OF OWNERSHIP 0.00	<input checked="" type="checkbox"/> TITLE #2 Director of Fiscal Services	<input checked="" type="checkbox"/> PERCENT OF OWNERSHIP 0.00		
<input checked="" type="checkbox"/> RESIDENCE ADDRESS #1 526 B Street	<input checked="" type="checkbox"/> RESIDENCE ADDRESS #2 526 B Street				
<input checked="" type="checkbox"/> RESIDENCE CITY, STATE, ZIP #1 Davis, CA 95616	<input checked="" type="checkbox"/> RESIDENCE CITY, STATE, ZIP #2 Davis, CA 95616				
<input checked="" type="checkbox"/> HOME TELEPHONE #1 (530) 757-5300	<input checked="" type="checkbox"/> SOCIAL SECURITY #1 000-00-0000	<input checked="" type="checkbox"/> BIRTH DATE	<input checked="" type="checkbox"/> HOME TELEPHONE #2 (530) 757-5300	<input checked="" type="checkbox"/> SOCIAL SECURITY #2 000-00-0000	<input checked="" type="checkbox"/> BIRTH DATE
<input type="checkbox"/> TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE OWNERSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PUBLIC CORP <input type="checkbox"/> PRIVATE CORP <input checked="" type="checkbox"/> GOV'T CORP <input type="checkbox"/> NON PROFIT <input type="checkbox"/> OTHER					

<input checked="" type="checkbox"/> PRIMARY TYPE OF BUSINESS: <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> B2B <input type="checkbox"/> MAIL ORDER / TELEPHONE ORDER <input checked="" type="checkbox"/> INTERNET <input type="checkbox"/> CONVENIENCE STORE <input type="checkbox"/> CONVENIENCE STORE WITH GAS <input type="checkbox"/> HOME BASED <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> VISA® / MASTERCARD® / DISCOVER® / AMERICAN EXPRESS® TRANSACTION INFORMATION												
<input checked="" type="checkbox"/> IF INTERNET BUSINESS, LIST WEBSITE ADDRESS:	<table border="1"> <tr> <td>% ANNUAL CREDIT CARD SALES GENERATED:</td> <td>% OF CUSTOMER ORDERS DELIVERED IN:</td> </tr> <tr> <td>MAIL/PHONE 0 %</td> <td>0-7 DAYS 100 %</td> </tr> <tr> <td>INTERNET 100 %</td> <td>8-14 DAYS 0 %</td> </tr> <tr> <td>CARD SWIPE 0 %</td> <td>15-30 DAYS 0 %</td> </tr> <tr> <td>HAND KEYED ITEMS FACE TO FACE 0 %</td> <td>MORE THAN 30 DAYS 0 %</td> </tr> <tr> <td>TOTAL 100%</td> <td>TOTAL 100%</td> </tr> </table>	% ANNUAL CREDIT CARD SALES GENERATED:	% OF CUSTOMER ORDERS DELIVERED IN:	MAIL/PHONE 0 %	0-7 DAYS 100 %	INTERNET 100 %	8-14 DAYS 0 %	CARD SWIPE 0 %	15-30 DAYS 0 %	HAND KEYED ITEMS FACE TO FACE 0 %	MORE THAN 30 DAYS 0 %	TOTAL 100%	TOTAL 100%
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CARD SWIPE 0 %	15-30 DAYS 0 %												
HAND KEYED ITEMS FACE TO FACE 0 %	MORE THAN 30 DAYS 0 %												
TOTAL 100%	TOTAL 100%												
	<table border="1"> <tr> <td>SALES DEPOSIT POLICY</td> <td>SALES ARE CHARGED (CHECK ONE):</td> </tr> <tr> <td>ARE CONSUMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</td> <td><input checked="" type="checkbox"/> AT DATE OF ORDER</td> </tr> <tr> <td>IF DEPOSIT REQUIRED, WHAT PERCENTAGE OF THE TOTAL SALE IS REQUIRED? _____ %</td> <td><input type="checkbox"/> AT DATE OF DELIVERY</td> </tr> <tr> <td></td> <td><input type="checkbox"/> AT DATE OF SHIPMENT</td> </tr> <tr> <td></td> <td><input type="checkbox"/> OTHER</td> </tr> </table>	SALES DEPOSIT POLICY	SALES ARE CHARGED (CHECK ONE):	ARE CONSUMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> AT DATE OF ORDER	IF DEPOSIT REQUIRED, WHAT PERCENTAGE OF THE TOTAL SALE IS REQUIRED? _____ %	<input type="checkbox"/> AT DATE OF DELIVERY		<input type="checkbox"/> AT DATE OF SHIPMENT		<input type="checkbox"/> OTHER		
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IF DEPOSIT REQUIRED, WHAT PERCENTAGE OF THE TOTAL SALE IS REQUIRED? _____ %	<input type="checkbox"/> AT DATE OF DELIVERY												
	<input type="checkbox"/> AT DATE OF SHIPMENT												
	<input type="checkbox"/> OTHER												

DESCRIBE THE MERCHANDISE SOLD OR SERVICE PROVIDED: Activities, tickets, yearbooks, school supplies

VISA / MASTERCARD / DISCOVER / AMERICAN EXPRESS REFUND POLICY

DO YOU HAVE A REFUND POLICY FOR YOUR VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS SALES? YES NO
CHECK THE APPLICABLE REFUND POLICY: EXCHANGE STORE CREDIT MC/VISA/DISCOVER/AMERICAN EXPRESS CREDIT OTHER
IF VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS CREDIT, WITHIN HOW MANY DAYS DO YOU DEPOSIT CREDIT TRANSACTIONS? 0-3 4-7 8-14 DAYS

PREVIOUS PROCESSING HISTORY

PREVIOUS PROCESSOR NAME: REASON FOR CHANGING: RATES SERVICE TERMINATED
 OTHER:

THIRD PARTY CARDHOLDER DATA STORAGE COMPLIANCE

<input type="checkbox"/> IS CARDHOLDER DATA STORED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> IF YES, WHERE IS CARDHOLDER DATA STORED? <input type="checkbox"/> MERCHANT <input type="checkbox"/> VAR ONLY <input type="checkbox"/> BOTH MERCHANT AND MERCHANT VAR <input type="checkbox"/> FDMS EXPORT ONLY <input type="checkbox"/> UNKNOWN	NAME OF PRIMARY VAR: NAME OF SECONDARY VAR:
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PayPros LLC (DBA OpenEdge) is a registered ISO for Wells Fargo Bank, N.A., Walnut Creek, CA.

SCHEDULE A

CREDIT/DEBIT CARD SERVICES AND FEE SCHEDULE						
ANNUAL VISA, MASTERCARD & DISCOVER VOLUME	ANNUAL AMERICAN EXPRESS VOLUME (ALL OUTLETS)	AVERAGE CREDIT CARD TICKET	QUALIFIED CREDIT CATEGORY	QUALIFIED DEBIT CATEGORY	NETWORK	
\$50,000	\$5,000	\$50			First Data	
BANK CARD SERVICES			ADDITION SERVICES			
	RATES					
SERVICE	QUALIFIED	PER ITEM	SERVICE	FEE	PER ITEM	PASSTHROUGH DEBIT
VISA CREDIT	3.000%	\$0.0000	PIN DEBIT	<input checked="" type="checkbox"/> ACCEPT	0.20	<input type="checkbox"/> NETWORK FEES
VISA NON-PIN DEBIT	3.000%	\$0.0000	EBT	<input type="checkbox"/> ACCEPT	0.35	
MASTERCARD CREDIT	3.000%	\$0.0000	ONLINE RPT	<input type="checkbox"/> ACCEPT		
MASTERCARD NON-PIN DEBIT	3.000%	\$0.0000				
DISCOVER CREDIT	3.000%	\$0.0000				
DISCOVER NON-PIN DEBIT	3.000%	\$0.0000				
AMERICAN EXPRESS CREDIT	3.500%	\$0.0000				
NON-QUALIFIED TRANSACTIONS						
PRICING TYPE: 2 Tier						
*Tiered - Mid-Qualified transactions (3-Tier only) are generally non-swiped domestic transactions containing the appropriate Address Verification data, or corporate transactions containing the appropriate enhanced data, which are settled within 48 hours. Visa, MasterCard, Discover, American Express transactions not qualifying at the Qualified Category will be assessed a rate of <u>3</u> % and \$ <u>0.00</u> for Mid-Qualified Credit and <u>3</u> % and \$ <u>0.00</u> for Visa, MasterCard and Discover Mid-Qualified Non-PIN Debit. Non-Qualified transactions are generally transactions that do not fall into the above Qualified or Mid-Qualified category. Visa, MasterCard, Discover, American Express transactions not qualifying at the Qualified or Mid-Qualified category will be assessed a rate of <u>3</u> % and \$ <u>0.00</u> for Non-Qualified Credit and <u>3</u> % and \$ <u>0.00</u> for Visa, MasterCard and Discover Non-Qualified Non-PIN Debit.						
**EBB Transactions not qualifying at the Qualified Category will be assessed a rate of _____% plus pass through of incremental Visa, MasterCard or Discover interchange or American Express program pricing according to Visa, MasterCard, Discover and American Express rules and regulations.						
***IPT (Interchange Pass-Through) - All transactions will be billed at pass-through of Visa, MasterCard or Discover interchange or American Express program pricing rates as determined by Visa, MasterCard, Discover and American Express. The Qualified Discount Rate above will be charged on all transactions.						
<input checked="" type="checkbox"/> Association Fees: Except as otherwise specified in this Agreement, all Association fees for Services will be passed through to you reflected all our costs associated with cross-border transactions, acquiring and usage fees, and similar items, and are subject to change.						
ACCEPT ALL MASTERCARD, VISA, DISCOVER AND AMERICAN EXPRESS TRANSACTIONS (PRESUMED, UNLESS ANY SELECTIONS BELOW ARE CHECKED)						
MASTERCARD ACCEPTANCE <input type="checkbox"/> Accept MC Credit transactions only <input type="checkbox"/> Accept MC Non-PIN Debit transactions only		VISA ACCEPTANCE <input type="checkbox"/> Accept Visa Credit transactions only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions only		DISCOVER ACCEPTANCE <input type="checkbox"/> Accept Discover Credit transactions only <input type="checkbox"/> Accept Discover Non-PIN Debit transactions only		AMERICAN EXPRESS ACCEPTANCE <input type="checkbox"/> Accept American Express Credit transactions only
Discount Rate and Trans Fee Billing Frequency: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly (Default)						
See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).						
OTHER FEES & SERVICES						
FEE	SERVICE	FEE	SERVICE	FEE	SERVICE	FEE
\$0.00	BATCH SETTLEMENT	\$0	VISA AUTHORIZATION			
\$1.50	VOICE AUTHORIZATION	\$0	MASTERCARD AUTHORIZATION			
\$0.01	ADDRESS VERIFICATION	\$0	DISCOVER AUTHORIZATION			
\$5	MONTHLY STATEMENT	\$0	AMERICAN EXPRESS AUTHORIZATION			
\$0.00	MINIMUM DISCOUNT	0.2240%	VISA CREDIT ASSESSMENT			
\$15.00	CHARGEBACK	0.2240%	VISA DEBIT ASSESSMENT			
\$25.00	ACH REJECT	0.1940%	MASTERCARD ASSESSMENT			
\$0.00	APPLICATION FEE	0.2000%	DISCOVER ASSESSMENT			
\$0.00	ANNUAL FEE	0.2000%	AMERICAN EXPRESS NETWORK FEE			
\$0.00	ANNUAL PCI VALIDATION PROGRAM	\$3.7500	MASTERCARD MONTHLY FEE			
\$0.00	MONTHLY NON-RECEIPT OF PCI VALIDATION					
See Part III Section A 3 of the Program Guide for Early Termination Fee						
PayPros LLC (DBA OpenEdge) is a registered ISO for Wells Fargo Bank, N.A., Walnut Creek, CA. PayPros LLC (DBA OpenEdge) • 8200 Central Ave. Newark CA 94560 • (Ph) 800-774-6462 (Fax) 877-218-0715						

AMERICAN EXPRESS

American Express Passthrough

SE#

ACH OPTIONS

PORTAL OPTIONS

ACH SERVICES

ACH TRANSACTION TYPES

ACH DB ACH CR WEB/TEL PPD

ACH VELOCITY SETTINGS

PROFILE SETTINGS	DESCRIPTION	DEBIT	CREDIT
Max Single (\$) Dollar amount	Maximum dollar amount per individual transaction.		
Max Daily Transaction (#) Number	Maximum number of transactions per day.		
Max Daily \$	Maximum aggregated dollar amount per day..		
Max Period #	Maximum number of transaction per rolling 14 days.		
Max Period \$	Maximum aggregated dollar amount per rolling 14 days.		
Hold Days	Number of days funds are held before settlement.		
Velocity Action	Auto-response to items exceeding transaction limits.	Decline	

NFS (Non-Sufficient Funds) RETURNED ITEMS RE-PRESENTMENT SCHEDULE

ACH NFS returns will be automatically re-presented to the customer's financial institution the maximum number of times allowed by NACHA (National Automated Clearing House Association).

First	Timing of First Re-presentment (0=immediately, 1=1 day, 2=2 days etc.
Final	Timing of Final Re-presentment (0=immediate, 1=1 day, 2=2 days etc. Common Pay Days = Fridays. 1st pr 15th)

EQUIPMENT (FOR OPENEDGE USE ONLY)

Equipment Type	Qty	Cost	Ownership	Ship to: <input type="checkbox"/> Agent <input type="checkbox"/> Merchant
			<input type="checkbox"/> Reprogram <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rent <input type="checkbox"/> Other	Supplies Included: <input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Reprogram <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rent <input type="checkbox"/> Other	<input type="checkbox"/> ACH <input type="checkbox"/> Check Check # _____
			<input type="checkbox"/> Reprogram <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rent <input type="checkbox"/> Other	
			<input type="checkbox"/> Reprogram <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rent <input type="checkbox"/> Other	

COMMENTS

PayPros LLC (DBA OpenEdge) is a registered ISO for Wells Fargo Bank, N.A., Walnut Creek, CA.

ACCEPTANCE OF TERMS AND CONDITIONS / MERCHANT CONFIRMATION / SIGNATURES

Merchant certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true and correct. Merchant acknowledges having reviewed the copy of the (i) MPA [which includes Schedule A]; (ii) the Program Guide, [which includes terms and conditions for each of the services, Operating Procedures, and Third Party Agreement(s), the Program Guide is found at <http://www.paypros.com/pdf/programtermsandconditions.pdf>]; (iii) the Confirmation Page (Version OE1811_ia_102015. Merchant also agrees to be bound by all provisions as printed therein as modified from time to time. Merchant acknowledges and agrees that we, our Affiliates, and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this MPA and/or may leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered on a Do Not Call list or requested not to be contacted Merchant for solicitation purposes. Merchant hereby consents to receive commercial electronic mail messages from us or our Affiliates from time to time. Merchant further agrees that Merchant will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your MPA is approved based on contrary information stated in the Sales Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, each of the undersigned authorizes, us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement for any other purpose permitted by law and disclose such information amongst each other.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates, and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR PART 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal entity filing name (if applicable) provided herein are correct.

Merchant authorizes us and our Affiliates to debit Merchant's designated bank account via Automated Clearing House (ACH) for costs associated with all processing fees, equipment hardware, software and shipping (if applicable).

BUSINESS LEGAL NAME (CORPORATE): <u>Davis Joint Unified School District</u>	
SIGNATURE _____	SIGNATURE _____
TITLE <u>Director of Fiscal Services</u>	TITLE _____
PRINT NAME <u>Omaira Reyna</u>	PRINT NAME _____
DATE _____	DATE _____

PERSONAL GUARANTEE(S)

In in exchange for Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.) OpenEdge, (the Guaranteed Parties) acceptance of, as applicable, the Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Merchant's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of amendment of such agreements. The undersigned waives notice of default by Merchant and agrees to indemnify the Guaranteed Parties for any and all amounts due from Merchant under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Merchant to enforce any remedy before proceeding against the undersigned. The undersigned understands that this is a personal guarantee of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement, and any addendum thereto, and shall guarantee all obligations which may arise or occur in connection with my activities during the term (or renewal term as applicable) thereof, though enforcement may be sought subsequent to any termination.

SIGNATURE _____	SIGNATURE _____
PRINT NAME <u>Omaira Reyna</u>	PRINT NAME _____

Accepted By PayPros LLC (DBA OpenEdge)	Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598 (a member of Visa U.S.A, Inc. and MasterCard International, Inc.)
SIGNATURE X _____	SIGNATURE X _____
TITLE <u>Director of Fiscal Services</u>	TITLE _____
DATE _____	DATE _____



Confirmation Page

Processor Information

Name: PayPros LLC (DBA OpenEdge)
Address: 8200 Central Ave., Newark, CA 94560
URL: www.paypros.com
Customer Service #: 1-800-774-6462

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- 1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and American Express.
2. We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or Settlement account.
4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Term.
6. We have assumed certain risks by agreeing to provide you with Card processing or check service. Accordingly, we may take certain actions to mitigate our risk, including terminal of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances.
7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our affiliates are satisfied.
8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in part IV, a.3 under "Additional Fee Information".
9. Card Organization Disclosure Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A. The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4176.

Table with 2 columns: Important Member Bank Responsibilities and Important Merchant Responsibilities. Lists various compliance and operational requirements for both parties.

Client's Business Legal Name: Davis Joint Unified School District

By its signature below, Client acknowledges that it has received the complete Program Guide (Version OE1811_ia_102015 consisting of 38 pages, Merchant Application and Schedule A (collectively the "Agreement") and has obtained a copy of the current American Express Merchant Regulations - U.S. downloaded from American Express.

Download a full copy of the Program Guide Terms and Conditions at: http://www.paypros.com/pdf/programtermsandconditions.pdf

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed. NO ALTERATIONS OR STRIKE-OUTS TO THE AGREEMENT WILL BE ACCEPTED.

Client's Business Principal Signature: [Handwritten Signature]
Print Name: Omaira Reyna
Title: Director of Fiscal Services
Date: [Blank]



VOIDED CHECK FORM

- Please adhere a voided check from your business checking account to this sheet. Printed name on the check must match *either* the Corporate or DBA name as noted on the application. Starter/temporary checks are acceptable.

- If a check is not available, a letter from your bank will be accepted. The bank letter must reflect:
 1. *either* the Corporate or DBA name printed on the application.
 2. full routing number and account numbers.
 3. must be signed by a bank representative (cannot be an electronic signature).
 4. must be printed on bank letterhead.