# Paymentus

## MASTER SERVICES AGREEMENT

| | |
|---|---|
| Client: | City of Columbia MO |
| Client Address: | 701 E. Broadway<br>Columbia, MO. 65205 |
| Contact for Notices to Client: | Cale Turner |
| Estimated Yearly Bills / Invoices: | $625,000 |

This Master Services Agreement ("Agreement") by and between the City of Columbia, Missouri, a Missouri municipality, and Paymentus Corporation, a corporation organized in the State of Delaware with authority to transact business within the State of Missouri, is made and entered into as the date of the last signatory noted below (hereafter "Effective Date").Client and Paymentus are each individually referred herein as a "Party" and collectively as the "Parties."

**WHEREAS,** Client desires to allow Client's utility customers to pay their utility bills via credit cards, debit cards, and electronic checks; and

**WHEREAS**, Paymentus represents that it's software and services shall provide the functionality and security required by this Agreement and applicable laws to allow for the secure payment of utility bills via credit cards, debit cards, and electronic checks; and

**WHEREAS**, Client desires to receive certain services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows.

**Paymentus**

## GENERAL TERMS AND CONDITIONS

**1      Definitions:**

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

**1.1**    "**Agreement**" or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for Paymentus to be the provider of services, stated herein, to the Client.

**1.2**    "**User**" shall mean the Client's utility customers.

**1.3**    "**Effective Date**" shall be the last date upon which the Parties signed this Agreement. The Agreement will not be effective against any Party until the said date.

**1.4**     "**Payment**" shall mean payments made by Users for utility services.

**1.5**    "**Payment Amount**" shall mean the bill amount User wants to pay to the Client for utility services.

**1.6**    "**Services**" shall include the performance of the Services outlined in Section 2 of this Agreement.

**1.7**    "**Paymentus Authorized Processor**" shall mean a Paymentus authorized merchant account provider and payment processing gateway.

**1.8**    "**Reversed or Charged-back Transactions**" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity.

**1.9**    "**Average Bill Amount**" shall mean the total amount of residential Payments collected through Paymentus system in a given month divided by the number of the residential Payments for the same month.

**2      Description of Services to be Performed**

**2.1    Scope of Services**

a)      Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, and other payment card brands mutually agreed by the Parties in writing and E-check. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

b)      Paymentus shall provide Users a secure electronic way to register their account(s); manage paper or electronic bill settings; maintain e-mail address and password; view history for billing statements for at least twelve months, consumption and payments; real-time account access and payment posting.

c)      Paymentus shall provide to Client software and services with the following required functionality:

a.      Through the use of Paymentus software and services Client shall have the ability to schedule, in advance, and send outbound notifications to Client's utility customers to deliver messages via phone, text or e-mail.  Client shall be responsible for the message content.

b.      Client shall have access to reports showing call out attempts, including final disposition of each call that was placed.

  c.  The Paymentus software and services shall allow Client's utility customers the option to securely pay directly from the outbound call.

  d.  The Paymentus software and services shall give User the ability to opt-in or opt-out of receiving messages.

## 2.2 Professionalism

Paymentus shall perform, in a professional manner, all Services required to be performed under this Agreement. Paymentus shall also maintain compliance with all Payment Card Industry (PCI) Standards, regulations set by the Visa, Mastercard, Discover, and other payment card brands mutually agreed to by the Parties in writing. Paymentus shall provide adequate documents to the Client to show PCI compliance at least annually and subsequent to any changes that may impact the PCI compliance status.

## 3 Compensation

### 3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces. Paymentus shall also provide, at no cost, the conversion of its standard service for both Web and IVR interfaces to the Client's new utility billing system.

### 3.2 Paymentus Service Fee to User

Paymentus will charge each User a service fee for each transaction processed (hereinafter called "Paymentus Service Fee"). Such Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees"). No Transaction Fees shall be passed through to Client.

A schedule of Paymentus Service Fees is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount of $210.00 ("Fee Assumptions"). Paymentus can amend this schedule upon 30 day prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees by more than 5% or the Average Bill Amount exceeds $210 for more than six (6) consecutive months.

### 3.3 Charges to Client

Paymentus shall invoice Client monthly $2.80 for each ACH / e-check transaction.

Paymentus shall charge Client a one time fee of twelve cents ($0.12) per paperless bill that is sent via the Paymentus portal.

Paymentus shall provide to Client at no cost the first seventy thousand (70,000) outbound call minutes and for the seven thousand (7,000) text message transactions per calendar year. If in any given calendar year, usage exceeds the amounts provided at no cost, additional outbound minutes shall be invoiced at eighteen ($0.18) cents per call out minute and seven ($0.07) cents per text message. Any call under thirty (30) seconds shall be invoiced at thirty (30) seconds. Calls in excess of thirty (30) seconds will be billed in six (6) second increments. All cost shall be rounded to the nearest cent. There shall be no fee charged for calls that do not connect.

**4**     **Payment Processing**

**4.1**     **Integration with Client's Billing System**

At no cost to Client, Paymentus shall develop one (1) secure and encrypted file format interface with Client's current billing system (Sunguard/HTE) using Client's existing text file format currently used to post payments to Client's billing system. The interface shall provide for secure payment processing and bill presentment consistent with Payment Card Industry Data Security Standards, State and Federal Law, and data security standards recommended by the National Institute of Standards and Technology. Client will be responsible to provide Paymentus with the one file format specification and will cooperate with Paymentus during the development of the said interface. Also at no cost to Client, Paymentus shall provide a secure and encrypted file format interface to the Clients new billing software, Advanced Utilities CIS Infinity V4. Paymentus shall work with Client's CIS software provider, N. Harris Computer Corporation,, to build, test, and successfully implement standard secure and encrypted Application Program Interface for secure payment processing and bill presentment consistent with Payment Card Industry Data Security Standards, State and Federal Law, and data security standards recommended by the National Institute of Standards and Technology. Client shall fully cooperate with Paymentus and provide input and assistance in facilitating the interface between Advanced Utilities and Paymentus.

**4.2**     **Explicit User Confirmation**

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus shall provide User with electronic confirmation of all transactions.

**4.3**     **Merchant Account**

Paymentus shall arrange for the Client to have a merchant account(s) with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

**4.4**     **Payment Authorization**

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur. Paymentus shall ensure that all bank card, ACH banks approval and credit card data information is secured and encrypted. Paymentus shall utilize tokenization for secure card-on-file transactions which meet or exceed the requirements of PCI DSS portal communication standards.

**4.5**     **Settlement**

Paymentus together with its authorized Card processor shall forward the Payments and corresponding Paymentus Service Fee to the appropriate card organizations for settlement. The Payment Amount for debit/credit card shall be deposited directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account"). The Payment Amount and Service Fee for ACH/e-check transactions shall be deposited into the Client Bank Account.

Paymentus together with Paymentus Authorized Processor shall continuously review its settlement and direct debit processes, its software and services for its simplicity and efficiencies and for data and security breaches and weaknesses. Any changes to the invoicing process shall be mutually agreeable to the Parties and documented in writing.

**4.6     Reversed or Chargeback Transactions**

With respect to all Reversed or Chargeback Transactions the Client authorizes Paymentus and Paymentus' Authorized Processor to debit the Client's Bank Account for the Payment Amount and Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Any changes to the invoicing process shall be mutually agreeable to the Parties and documented in writing.

**5        General Conditions of Services**

**5.1     Service Reports**

Paymentus shall provide Client with access to electronic reports summarizing use of the Services by Users for a given reporting period.

**5.2     User Adoption Communication by Client**

Client will make Paymentus' Services available to its residential and commercial Clients by different means of Client communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Client's website including a "Pay Now" or similar link on a prominent place on the web site; c) through Client's general IVR/Phone system; and d) other channels deemed appropriate by the Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate Paymentus option to its end residential and commercial utility customers.

**5.3     Independent Contractor**

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

**5.4     Client's Responsibilities**

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

(i)      Client will enter into all applicable merchant Card or cash management agreements, acceptable to Client.

(ii)     For the duration of this Agreement, Client will keep a bill payment link connected to Paymentus System at a prominent location on the Client's website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.

(iii)    User Adoption marketing as described in 5.2.

(iv)    Within 30 days of the merchant account setup, Client will launch the service to the Users.

(v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the current billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's new billing system.

## 6 Governing Laws

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

## 7 Miscellaneous Clauses

### 7.1 Authorized Representative

Each Party shall designate in writing an individual to act as a representative for the respective Party, with the authority to transmit instructions and receive information. The Parties, by written notice, may from time to time designate other individuals or change the individuals.

### 7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Post or a national Courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

| **To Client:** | **To Paymentus:** |
|---|---|
| C/O: Cale Turner | C/O: President and CEO |
| 701 E. Broadway | 13024 Ballantyne Corporate Place |
| PO Box 6015 | Suite 400 |
| Columbia, MO 65205 | Charlotte, NC 28277 |
| Phone: 573-874-7375 | Phone: 888-212-2027 |
| | Fax: 704-322-3776 |

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery or if notices given by US Post, then notice shall be deemed to have been given upon date said notice was deposited in the mail addressed in the manner set forth above. Any Party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

### 7.3 Amendment of Agreement

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

**7.4    Severability**

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

**7.5    Attorney's Fees**

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

**7.6    Confidentiality**

Client is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Paymentus shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Paymentus shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services. Paymentus shall not give any confidential or proprietary information to the Client to maintain. If it is required under this Agreement or by law that the Client maintain any confidential or proprietary information or documents about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

**7.7    Intellectual Property**

In order that the Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

**7.8    Force Majeure**

The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

**7.9    Data Security**

a.    Paymentus further covenants that any data entered into the software from the Client, its employees or Users or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information

belonging to either the City or its customers or users of the Software. Paymentus shall not sell or give away any such City Data.

b.   Paymentus shall maintain the security of City Data and that of Client and any User that is stored in or in any way connected with Software Products and applications and services. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

c.   NO HARMFUL CODE:  Paymentus warrants that the Software Products do not contain Harmful Code.  For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Contractor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.  Paymentus shall include a similar provision in its contract with subcontractors.

d.   Password Security: Paymentus warrants that no 'back door' password or other method of remote access into the software code exists. Paymentus agrees that any and all access to any software code residing on the Client's client/server must be granted by the Client to Paymentus, at the Client's sole discretion.

e.   RED FLAG Compliance: Paymentus' Software shall at all times comply with the terms of this Agreement, the Contract Documents, Good Financial Industry and Accounting Practices, Applicable Laws, Client's Red Flag Policy, SAS70 auditing standards, and the Client's Cloud Computing Requirements (attached as Attachment B).  Paymentus shall comply with the Client's Red Flag policy and timely report any Red Flags to the Client's Program Administrator.  Said report shall include Red Flags detected by Paymentus or its subcontractors or subsidiaries and Paymentus' response to the Red Flags so detected.  Paymentus shall provide Client with a copy of its existing Red Flag policies and procedures, and shall promptly provide copies of any changes to its Red Flag policies and procedures.

f.   Compliance with Applicable Regulations and Standards for the use, storage or processing of Credit and Debit Cards (PCI Compliance): Paymentus shall comply and shall warrant that the Paymentus software and services (including any modifications, customizations or interfaces) comply with the Payment Card Industry (PCI) Data Security Standards and the rules and regulations of payment card industry organizations including Visa, MasterCard, Discover, and any other applicable payment card industry organizations.   Contractor shall further warrant that such software and/or modules be in compliance with Good Financial Industry and Accounting Practices; SAS70 auditing standards; NACHA (The Electronic Payments Association) Operating Rules; and the Client's Red Flag Policy as applicable.   Paymentus shall further require that any subcontractor's software, modules, or upgrades be in compliance with this section in its contracts with those subcontractors or third party software providers.   Compliance is required to be maintained with all listed applicable regulations, standards, etc. as they are updated and modified over the time period of the agreements.  Paymentus shall notify Client promptly of their failure or subcontractor's failure to maintain such compliance.  In addition to Paymentus' hold harmless agreement, Paymentus shall be required to bear the cost of any fees, penalties, or costs accrued to Client because of such failure to maintain such compliance.

g.   Paymentus software and services shall comply with NIST recommended encryption and cyber security protocols and procedures.

## 8   Indemnification

### 8.1   Paymentus Indemnification and Hold Harmless

To the fullest extent not prohibited by law, Paymentus shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Paymentus, of any subcontractor

(meaning anyone, including but not limited to consultants having a contract with Paymentus or a subcontractor for part of the services), of anyone directly or indirectly employed by Paymentus or by any subcontractor, or of anyone for whose acts the Paymentus or its subcontractor may be liable, in connection with providing these services.  This provision does not, however, require Paymentus to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

## 8.2    Warranty

Paymentus warrants that Paymentus and its software and services comply with the Payment Card Industry (PCI) Data Security Standards and the rules and regulations of payment card industry organizations including Visa, MasterCard, Discover, and any other applicable payment card industry organizations.  Paymentus warrants that Paymentus is in compliance with and will maintain Client Data in compliance with Good Financial Industry and Accounting Practices; SAS70 auditing standards; NACHA (The Electronic Payments Association) Operating Rules; and the Client's Red Flag Policy (attached as Attachment B) as applicable.

## 9    Term and Termination

### 9.1    Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 2 (two) years ("Initial Term") from the Effective Date. Services under this Agreement shall begin within thirty (30) days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically be renewed for eight  (8) additional one (1) year periods unless either Client or Paymentus provide the other Party with not less than 2 (two) months prior written notice before such renewal date that such Party elects not to renew the terms of this Agreement.

### 9.2    Material Breach

A material breach of this Agreement shall be cured within thirty (30) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with  such written notice of termination.

### 9.3    For Convenience

Either Party may terminate this Agreement at any time upon sixty (60) day written notice to the other party.

### 9.4    Termination by Mutual Agreement

The Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

### 9.5    Upon Termination

Upon termination of this Agreement, the Parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder.

### 9.6    Termination Due to Cyber Security Threat or Attack

Notwithstanding the foregoing, Client may take whatever action Client deems necessary to protect itself and its Users from a cyber security threat or attack, including but not limited to immediate termination of the Agreement.

## 10. General Terms and Conditions

### 10.1 Employment of Unauthorized Aliens Prohibited

Paymentus shall comply with Missouri Revised Statue Section 285.530 in that Paymentus shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition of the award of this contract, Paymentus shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Paymentus shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Paymentus shall require each subcontractor to affirmatively state in its contract with Paymentus that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Paymentus shall also require each subcontractor to provide Paymentus with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

### 10.2 Insurance Requirements

Paymentus shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the Client's review or acceptance of insurance maintained by Paymentus is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Paymentus under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. Paymentus shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

b. Commercial General Liability. Paymentus shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Paymentus shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Paymentus does not own automobiles, Paymentus agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Paymentus may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Paymentus agrees to endorse the Client as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. Professional Liability. Paymentus shall maintain Professional (Errors and Omissions) Liability at a limit of liability not less than $2,000,000.00 per occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000.00, the Client reserves the right, but not the obligation to review and request a copy of Paymentus' most recent annual report or audited financial statement. For

policies written on a "Claims-Made" basis, Paymentus agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement.  In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Paymentus agrees to purchase a SERP with a minimum reporting period not less than two (2) years.  The requirement to purchase a SERP shall not relieve Paymentus of the obligation to provide replacement coverage.

f.    The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to its Commercial General Liability Insurance. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Paymentus and the Client. Paymentus is required to maintain coverages as stated and required to notify the Client of a Carrier Change or cancellation within two (2) business days. The Client reserves the right to request a copy of the policy.

g.    The Parties hereto understand and agree that the Client is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the Client, or its elected officials or employees.

h.    Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Paymentus fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the Client shall have the right to cancel and terminate the Agreement without notice.

i.    The insurance required by the provisions of this article is required in the public interest and the Client does not assume any liability for acts of the Paymentus and/or their employees and/or their subcontractors in the performance of this Agreement.

## 10.3    Nature of Client's Obligations

The obligations of the Client under this Agreement, which require the expenditures of funds, shall be conditional obligations, subject to the availability of funds appropriated for the purpose.

## 10.4    No Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.  Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

## 10.5    No Third-Party Beneficiary

No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

## 10.6    General Laws

Paymentus shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

## 10.7    No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

## 10.8    Professional Oversight Indemnification

Paymentus understands and agrees that Client has contracted with Paymentus based upon Paymentus' representations that Paymentus is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Paymentus agrees to defend, indemnify and hold and save harmless the Client from any and all claims, settlements and judgments whatsoever arising out of Client's alleged negligence in hiring or failing to properly supervise Paymentus. The insurance required by this Agreement shall include coverage which shall meet Paymentus' obligations to indemnify the Client as set out above and Client shall be named as additional insured for such insurance.

## 10.9  Equal Opportunity Employment/Nondiscrimination

It is the policy of the Client that all contractors who provide goods and services to the Client by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following: (a)  Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder; (b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder; (c) Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964, and the regulations promulgated thereunder; and (d) Chapter 12 of the City of Columbia's Code of Ordinances. Paymentus shall, as a condition of providing goods and services, as required by state and federal law and the City's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability.

## 10.10  Compliance with Americans with Disabilities Act

Paymentus represents and warrants that its software and services are and shall remain compliant with the Americans with Disabilities Act and regulations relating to accessibility.

## 10.11  Contract Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

| Attachment/Exhibit | Description |
| --- | --- |
| A | Paymentus Service Fee Schedule |
| B | City of Columbia's Red Flag Policy and Cloud Computing Requirements |

In the event of a conflict between the terms of an exhibit or attachment and the terms of this Agreement, the terms of this Agreement controls.

## 10.12  Entire Agreement

This Agreement represents the entire and integrated Agreement between Paymentus and Client relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Paymentus' services described herein are superseded.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

**CITY OF COLUMBIA, MISSOURI**

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

**PAYMENTUS CORPORATION**

By: _____

Title: _____

Date: _4-5-2016_____

ATTEST:

By: _Theresa A Bentley_____

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# Paymentus

**Schedule A – Paymentus Service Fee Schedule**

Paymentus Service Fee charged to the User will be based on the following table:

| Payment Type | Paymentus Service Fee |
|---|---|
| Utility Payments | |
| • Residential Credit/Debit/ACH | $3.55 per payment – Maximum amount per payment is $750 (Multiple payments can be made) |
| • Commercial Credit/Debit/ACH | $4.60 per payment – Maximum amount per payment is $1,000 (Multiple payments can be made) |

The Paymentus Service Fees will be collected in addition to the end-user bill payment total.