

**FIRST AMENDMENT  
to the  
MASTER SERVICE AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND  
PAYMENTUS CORPORATION**

This First Amendment to the Master Service Agreement (hereinafter "First Amendment to the MSA") is made and entered into as of the date of the last signatory noted below (hereinafter "Effective Date of First Amendment"), between the **CITY OF COLUMBIA** ("Client"), and **Paymentus Corporation, a Delaware Corporation** ("Paymentus").

**RECITALS**

- A. WHEREAS, on April 19, 2016 Client and Paymentus entered into the Master Service Agreement (hereinafter "MSA" or "Agreement") for payment gateway services; and
- B. WHEREAS, due to the novel coronavirus disease, on or about March 16, 2020, the Columbia City Council adopted R 46-20 and City Manager John Glascock issued a declaration of emergency; and
- C. WHEREAS, on March 18, 2020, in order to provide for the health, safety, and welfare of the City of Columbia, the City Finance Department emailed Paymentus to request that the current Convenience Fee ("User Pay") Model be changed to an Absorbed Fee ("Client Pay") Model, based upon the Paymentus Service Fee as described in Schedule A of the Paymentus Agreement. Client further requested that the change be made as soon as possible; and
- D. WHEREAS, the Parties hereto desire to formally amend the MSA with this First Amendment (hereinafter "First Amendment to the MSA") and desire to be bound by the terms contained in the MSA as amended by this First Amendment to the MSA.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the MSA, as follows:

- 1. Section 2.1(a) shall be amended to add "American Express (AMEX)" to the first sentence so that the first sentence reads: "Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, American Express (AMEX), and other payment card brands mutually agreed by the Parties in writing and E-check."
- 2. Section 3.2 shall be removed from the Agreement and replaced with the following:  
"3.2 Reserved."
- 3. Section 3.3 of the Agreement is hereby removed and replaced with the following:

“3.3 Paymentus shall invoice Client monthly according to the service fees contained in the attached Schedule A-1.”

4. Section 4.1 of the Agreement shall be amended to add the following sentence at the end of the paragraph:

“Upon the Effective Date of the First Amendment, Paymentus, at no cost to Client, shall migrate the Client from AUS Link to Enterprise Link with MyMeter (Accelerated Innovations).”

5. Section 4.2 of the Agreement shall be amended to remove the language from the Agreement and replace it with the following:

“4.2 Paymentus shall confirm the dollar amount of all Payments 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.”

6. Section 4.5 of the Agreement shall be amended to remove the language from the Agreement and replace it with the following:

“4.5 Paymentus together with its authorized Card processor shall forward the Payments 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 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.

7. Section 4.6 of the Agreement shall be amended to remove the language from the Agreement and replace it with the following:

“4.6 Reversed or Chargeback Transactions

With the exception of American Express, 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 Payment Amount. All American Express chargebacks will be invoiced to the Client.

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.”

8. Schedule A of the MSA entitled “Paymentus Service Fee Schedule” shall be deleted in its entirety, and replaced with the attached Schedule A-1. A service fee model change request will be submitted with the execution of this amendment. The pricing model in Schedule A-1 will be effective on the launch date of the service fee change request.
9. Section 9.1 of the Agreement shall be amended to remove the language from the Agreement and replace it with the following:

“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.

The first annual renewal term began on the second anniversary of the Effective Date and ran for a period of one (1) year.

The second annual renewal term began on the third anniversary of the Effective Date and ran for a period of one (1) year.

The third renewal term began on the fourth anniversary of the Effective Date and continued through the Effective Date of the First Amendment.

Upon the Effective Date of the First Amendment, the fourth renewal term shall begin and shall continue for a period of three (3) years. Thereafter, this Agreement, as amended by the First Amendment, shall automatically be renewed for four (4) 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.”

10. The Parties hereby agree to add Schedule B, agreed upon Service Levels, to the MSA.

11. This First Amendment to the MSA includes the following exhibits, which are incorporated herein by reference:

Exhibit

A-1 Paymentus Service Fees

B Service Levels

12. All other terms of the MSA shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to the MSA, on the day and year last written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**Paymentus Corporation**

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

## Schedule A-1 – Paymentus Service Fee

Paymentus Service Fee charged to the Customer will be based on the following model:

### Absorbed Fee Model

#### Utility Billing

Paymentus Service Fee per Qualified Utility Rate Transaction

- Credit/Debit Card                      \$1.53 (Visa, MasterCard, Amex, Discover Utility Program Rate)
- ACH/eCheck                              \$0.40
- AutoDrafts                                \$0.25
- Non-Qualified Cards\*                2.65%

Maximum Payment Amount per payment is \$99,999.00. Multiple payments may be made.

#### \*Non-Qualified Card Rate

Paymentus will charge the Customer 2.65% per transaction for payments where a Non-Qualified credit card type is used, as such card types do not qualify for the discounted Qualified Utility Rate. Paymentus will cover the initial 5% of the costs of processing Non-Qualified transactions in a given monthly billing cycle; the rest will be billed to the Customer.

**Schedule B – Service Level Agreements**

Paymentus shall perform the Services in accordance with the following performance objectives (each a “Service Level”). In the event that Paymentus fails to meet any of the performance objectives identified below, Client may in addition to any other remedies available to it, terminate the MSA, including the First Amendment to the MSA, for material breach in accordance with the Agreement. Any capitalized terms not defined in this Schedule B shall have the same meaning as set forth in the Agreement.

<p>Client and/or User Service Response</p>	<p>For any Client and/or User service request submitted via <a href="mailto:customercare@paymentus.com">customercare@paymentus.com</a>, a case is created immediately with a unique case number. A response is sent to the originator with the acknowledgement that a case has been created and will include the unique case number assigned to the service request. Such response is sent within 15 minutes of the receipt of an email via Paymentus.</p> <p>A severity level is assigned to each service request upon receipt pursuant to the descriptions set forth below. In some cases, it may be appropriate to upgrade or downgrade the severity level from its initial assignment. For example, if a work-around is identified and implemented for a Severity 1 problem, the severity level will be downgraded to a lower level. The severity level may not be downgraded without Client’s agreement.</p> <p>Severity Levels:</p> <ul style="list-style-type: none"> <li>• Severity 1: Channel Level Issue (one channel is not operational - web, IVR or agent dashboard)</li> <li>• Severity 2: Business Process Issue (batch files, payment posting file). Unable to download via both automated and on-demand via agent dashboard –</li> <li>• Severity 3: Individual payment issue or research request for payments and charge-backs.</li> <li>• Severity 4: Information request, questions, clarifications, change request. This includes training requests, questions regarding files, Paymentus procedures, payment schedules or other similar information requests.</li> </ul> <p>Response Timeframes by Paymentus Technical Support:</p> <ul style="list-style-type: none"> <li>• Severity 1: 30-60 minutes;</li> <li>• Severity 2: 1-2 business hours;</li> <li>• Severity 3: one business day;</li> <li>• Severity 4: one business day;</li> </ul>
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System Restoration	Paymentus will perform restorations in the event of a service failure. Client’s request for file restores will be responded to within 1 business day.
Bill Presentment Data	Once a data file with billing information has been processed by Paymentus, the electronic bills shall be loaded and presented to the Users within 6 hours thereafter. Paymentus shall demonstrate that greater than 99.4% of all files are processed within the specified window.
Payment Posting Data	The timelines for sending payment data for a biller-direct site using the System's financial institution for payment processing (i.e., payments requested before the cut-off time – defined as the time when the Client’s business day ends and all payments collected 24 hours prior to such time shall be sent for settlement). Paymentus will create a payment instruction file every banking day (defined as the day when banks are open for regular business) and send a payment instruction file to the predefined financial institution for payment processing. Paymentus shall demonstrate that greater than 99.4% of all payment files are processed by Paymentus within 6 hours of creating such files.
File Processing Error Notification	Paymentus will notify Client of any errors with file/transaction exchanges within two (2) hours of identification and initiate resolution for any lost files/transactions within two (2) hours of identification.
System Availability	<p>Online, Mobile and IVR system availability supported by Paymentus:</p> <p>Paymentus is expected to provide the Services on a 24 hours per day, 365 days per year basis with a 99.4% system uptime, except for scheduled maintenance, which shall not be performed during Client’s required daily availability from 4:00 AM to Midnight (EST). Paymentus will provide Client with its maintenance schedule and will provide Client thirty (30) days advanced notice of any non – scheduled maintenance. The term “system uptime” means that the Services are;</p> <p>(1) functional, usable, accessible and available to Client without interference or interruption related thereto, and (2) are functional, accessible, available, and usable to all Users without interference, or interruption related thereto.</p>

Outbound Notification	Paymentus is required to generate the outbound notification 99.4% of the time within 6 hours of the event that generated that message.
Service Level Support	Paymentus technical support to Client is available 24x7x365 via a support line to be provided to Client in addition to the email listed above for all support related issues.
Reporting	<p>1. The following reports will be available daily by a mutually agreed upon time (6:45 p.m. EST), and will be separated by account specifications provided by Client:</p> <ul style="list-style-type: none"> <li>a. Daily Deposit Reconciliation – a summary of the day’s transactions detailed by payment type and the aggregate transaction balance amounts by payment option.</li> <li>b. Daily Transaction Authorization Report – a detailed listing of the day’s authorized transactions.</li> <li>c. Daily Chargeback and Reversal Report – A detailed listing of the day’s exception transactions, including Non-Sufficient Funds (NSF).</li> </ul> <p>2. Call Center reports will be available monthly as generally made available by Paymentus to its other clients and will include at a minimum the following, including such other information as reasonably requested by Client in order for Client to gauge the quality of services provided by Paymentus and its representatives:</p> <ul style="list-style-type: none"> <li>-Number of calls received by Paymentus (via IVR and/or call center representative)</li> <li>-Number of calls completed by Paymentus (via IVR and/or call center representative)</li> <li>-Number of dropped calls (via IVR and/or call center representative)</li> </ul> <p>3. Monthly Transaction/Fee Reporting will include the following:</p> <ul style="list-style-type: none"> <li>a. Number of transactions and amounts processed by channel (Web, IVR, Mobile)</li> <li>b. Number of transactions and amounts processed by method (ACH, Credit, Debit)</li> <li>c. Number of transactions and amounts processed by frequency (user-scheduled, on-demand, auto-pay)</li> <li>d. Breakdown of interchange fees by both policy and account</li> </ul>



Remittance	Remittance files for premium transactions will be delivered via a mutually agreeable method by a mutually agreed upon time.
Call Center Metrics	User phone calls answered by the Paymentus call center for the purpose of receiving payments by phone or IVR shall maintain the following standards: <ul style="list-style-type: none"><li>• 80% of phone calls to be answered within 30 seconds</li><li>• 90% of phone calls to be answered within 40 seconds</li><li>• 100% of phone calls to be answered within 50 seconds</li></ul>