



Master Service Agreement

Date: June 10, 2022

Master Service Agreement with Paylt Platform Terms and Conditions

This Master Service Agreement with Paylt Platform Terms and Conditions (the "Agreement") is entered into, to be effective upon execution ("Effective Date"), by and between City of Columbia, MO ("Client" or "Subscriber"), and Paylt, LLC located at 1100 Main St Suite 700, Kansas City, MO 64105 ("Service Provider" or "Paylt").

RECITALS

WHEREAS, Subscriber requires third-party hosted "software as a service" with respect to a transaction processing platform;

WHEREAS, Subscriber has selected Service Provider to provide and manage the Services;

WHEREAS, the Services include Service Provider providing to Client services that facilitate Client's acceptance of card payments, e-check, and/or ACH payments for goods and services provided, and Service Provider as an agent for Client, may accept settlement payments from the Acquirer on behalf of Client;

WHEREAS, Service Provider is party to an agreement with an Acquirer and a Bank under which Acquirer and Bank provide payment processing and Association sponsorship services to Service Provider on behalf of Client and other sub-merchants of Service Provider;

WHEREAS, as a condition of providing services to Service Provider on behalf of Client, Acquirer, and Bank require that Service Provider include certain terms and conditions in this Agreement relating to the payment processing services being provided to Client;

WHEREAS, Service Provider wishes to perform the Services; and,

WHEREAS, Service Provider has agreed to provide the Services to Subscriber, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. **The Services.** This Agreement sets forth the terms and conditions under which Service Provider agrees to provide to Subscriber certain hosted software ("Software") and all other services necessary for productive use of such software as set forth on a Statement of Work (collectively, the "Services"). Multiple Statements of Work (SOWs) may be executed in parallel.
2. The Agreement shall remain in effect unless terminated as provided for herein.
 - 2.1. **Control and Location of Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due and reasonable consideration to the requests of Subscriber. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
3. **Payment Processing Services.**

- 3.1. Capacity of Service Provider and Client. On and subject to the terms and conditions hereof, Service Provider is: (i) acting in the capacity of a "Payment Service Provider" (under the Visa Rules) and a "Payment Facilitator" (under the MasterCard Rules) and will provide Client card processing services as a Sub-Merchant as described herein; and (ii) will provide Client with additional services as agreed by the Parties. Service Provider provides processing services with respect to credit card transactions including Visa U.S.A., Inc. ("Visa"), MasterCard Worldwide ("MasterCard"), DFS Services LLC ("Discover Network"), American Express, PayPal, JCB, Discover, Diners Club ("Associations"), as well as e-check and ACH transactions.
- 3.2. Acceptance of Cards. The parties agree they will honor a card by accepting it for payment. The parties will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular card type elected and approved by Service Provider, in favor of any competing card brand also elected and approved. Both parties understand and agree that they are expressly prohibited from presenting sales transactions for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities. For all Cards issued by U.S. Issuers, the parties will honor all cards within the card types elected and approved in accordance with this Agreement.
- 3.3. Client Obligations and Requirements. The Client shall comply with the Associations' operating rules ("Operating Rules"), including the Operating Rules applicable to the Visa PSP and MasterCard Payment Facilitator programs and all applicable local, state, and federal laws, rules, and regulations ("Applicable Laws"). The Operating Rules are available on websites, such as <http://www.usa.visa.com/merchants> and <http://www.mastercardmerchant.com>, as updated from time to time. Further, Client acknowledges receipt and review of the Bank Card Merchant Rules and Regulations (the "Rules Summary"), as amended from time to time, which are incorporated into this Agreement by reference. Client agrees to fully comply with, all of the terms and obligations in the then current Rules Summary, as changed or updated by Acquirer from time to time. Without limiting the foregoing, Client agrees that it will fully comply, with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), the Associations, including but not limited to Payment Card Industry Data Security Standard ("PCI"), the Visa Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. In the event of any inconsistency between any provisions hereof and the Operating Rules, the Operating Rules will govern to the fullest extent possible under Applicable Laws.
- 3.4. Processing Locations. On an ongoing basis and as applicable, Client must promptly provide Service Provider with the current address of each location, all "doing business as" (DBA) names used by Client, and a complete description of goods sold and services provided by Client.
- 3.5. Identify of Client to Cardholders. To the extent Client interacts with a Cardholder, Client will prominently and unequivocally inform the Cardholder of the identity of the Client at all points of interaction so that the Cardholder readily can distinguish the Client from the Service Provider or any other party, such as another supplier of products or services to Client. Further, Client must ensure that the Cardholder understands who is responsible for the card transaction, including delivery of the products (whether physical or digital) or provision of the services that are the subject of the card transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the card transaction.

- 3.6. Third Parties. In the event Client has direct TPSP relationships outside of the scope of this agreement, Service Provider and Client may use one or more third party service providers ("TPSP's") in connection with the Services and/or the processing of some or all of its Card transactions. If Service Provider seeks to use a new TPSP that will materially affect Client, then prior to executing that agreement Service Provider will obtain Client approval and after will provide the executed agreement. In no event shall Client use a TPSP unless such TPSP is compliant with PCI and/or the Payment Application Data Security Standard ("PA-DSS"), depending on the type of TPSP, as required by the Operating Rules. Client acknowledges and agrees that Client shall cause its TPSP to complete any steps or certifications required by any Association (e.g., registrations, PA-DSS, PCI, audits, etc). Client shall cause its TPSP to cooperate with Acquirer in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such TPSP. If the Client seeks out its own TPSP for separate services, Client shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations and certifications. Client expressly agrees that neither Acquirer, Bank, or Service Provider shall in any event be liable to Client or any third party for any actions or inactions of any TPSP used by Client.
- 3.7. Auditing. Service Provider may audit from time to time Client's compliance with the terms of this Agreement. Client shall provide all reasonable information requested by Paylt necessary to complete the audit. Client shall assist Service Provider in any and all investigations of Transactions in a timely manner and will provide written reports of investigated transactions to Service Provider upon request. Client authorizes Service Provider to make on-site visits to any and all of the Client's locations with regard to all information necessary or pertinent to the Services.

4. Support Services; Maintenance; Additional Services.

- 4.1. Support Services. Service Provider shall provide the Support Services described in a Statement of Work. The Services Fees shall be inclusive of the fees for the Support Services.
- 4.2. Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in a Statement of Work, is available; and (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in a Statement of Work.

5. Term and Termination; Renewals.

- 5.1. Term. This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein. The term (the "Initial Term") shall commence on the Effective Date and continue until five (5) years from the Contract Signature Date (the "End Date"). The Contract Signature Date is defined as the date that both parties have signed and dated the contract.
- 5.2. Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or

the breaching party is not diligently pursuing a cure to the nonbreaching party's sole and reasonable satisfaction, within thirty (30) calendar days after written notice of the breach, the nonbreaching party may terminate this Agreement for cause as of a date specified in such notice.

- 5.3. Termination for Convenience: City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect 90 days from Service Provider's receipt of written notice.
- 5.4. Payments upon Termination. Upon the termination of this Agreement, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder as of the date of termination if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder as of the date of termination, such as prepaid fees, if any.
6. **Cost of Services; Billing**. Any sum due Service Provider for the Services for which timing of payment is not otherwise specified shall be due and payable forty-five (45) business days after receipt by Subscriber of an invoice from Service Provider. Any Payment Processing Fees or Citizen Transaction Fees specified in a Statement of Work will be collected by the Service Provider and may be reasonably adjusted by the Service Provider, with approval by the Subscriber. Such approval is not to be unreasonably withheld by the Subscriber.
 - 6.1. Billing Procedures. Unless otherwise provided for under a Statement of Work, Service Provider shall collect all sums due pursuant to a Statement of Work directly from end-user customers (i.e. citizens using the services) and not the Subscriber.
 - 6.2. Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.
 - 6.3. Non-binding Terms. Any terms and conditions included in a Subscriber purchase order or a Service Provider invoice, as the case may be, shall be deemed to be solely for the convenience of the respective party, and no such term or condition shall be binding upon the parties.
 - 6.4. Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Subscriber in a format that will permit audit by Subscriber for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement.
 - 6.5. No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) Subscriber is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

7. Representations and Warranties.

7.1. Mutual. Each of Subscriber and Service Provider represent and warrant that:

- 7.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 7.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 7.1.3. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 7.1.4. it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- 7.1.5. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

7.2. By Service Provider. Service Provider represents and warrants that:

- 7.2.1. it is in the business of providing the Services;
- 7.2.2. it has the expertise and experience necessary to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 7.2.3. the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
- 7.2.4. it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 7.2.5. in the case of Subscriber's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, and Maintenance; and,
- 7.2.6. the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Statement of Work and the Documentation.

8. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

- 8.1. Meaning of Confidential Information. For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).
- 8.2. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 8.3. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 8.4. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Subscriber, at the sole election of Subscriber, the immediate termination, without liability to Subscriber, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.
- 8.5. These confidentiality provisions are subject to the Public Records Act of the State of Missouri.

9. Data Privacy and Information Security.

- 9.1. Undertaking by Service Provider. Without limiting Service Provider’s obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including commercially reasonable physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of data; (b)

protect against any anticipated threats or hazards to the security or integrity of data; (c) protect against unauthorized disclosure, access to, or use of data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.

- 9.2. Subscriber's Right to Termination for Deficiencies. Subscriber reserves the right, at its sole and reasonable election, to immediately terminate this Agreement upon written notice to Service Provider without limitation and without liability if Subscriber reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.
- 9.3. In accordance with the indemnification provisions of Section 9, Service Provider will indemnify Subscriber for any losses, expenses, costs, or liabilities incurred in responding to a data breach if the breach is reasonably attributable to Service Provider failing to meet the obligations of this Section.

10. **Proprietary Rights.**

- 10.1. Pre-existing Materials. Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 10.2. No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 10.3. Ownership of Software. The Software and all inventions, developments, deliverables, improvements, know-how, materials, and all other output prepared, authored, developed or created by Service Provider or its employees, agents and representatives, either alone or in combination with third parties, for Subscriber resulting from Service Provider's provision of the Services under this Agreement (collectively, "Service Provider IP") will become and remain Service Provider's exclusive property. Subscriber is strictly prohibited from copying any of the Service Provider IP, making derivative works of any of the Service Provider IP, or violating any of the Limitations on Use stated below.
- 10.3.1. LIMITATIONS ON USE - Subscriber's use of the Service Provider IP must be in accordance with this Agreement and is subject to the following restrictions. Subscriber shall not (nor shall allow any of its Representatives or any other third party to): a) decompile, disassemble, or reverse engineer any Service Provider IP or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Service Provider IP by any means whatsoever; b) copy, duplicate, distribute, transfer, sell, sublicense, rent, give, lease or use any Service Provider IP, or rights to use any Service Provider IP to any other person or entity for any purpose whatsoever, including but not limited to, use, joint use, time sharing, hosting, reselling or demonstration, or like purposes; c) remove any product identification, proprietary, copyright, trademarks or notices contained in any Service Provider IP; d) alter, enhance, change, modify any part of

any Service Provider IP, create a derivative work of any part of any Service Provider IP, or incorporate any Service Provider IP into or with other software, except to the extent expressly authorized in writing by Service Provider; or
e) subject to Missouri public records laws, publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to any Service Provider IP.

10.4. The provisions of this Section shall survive the termination of this Agreement.

11. **Indemnification; Limitation of Liability.**

11.1. **General Indemnification.** Service Provider agrees to indemnify, defend, and hold harmless Subscriber and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which are suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the Service Provider, their officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; (d) any breach of Service Provider's obligations related to data privacy and information security as set out in Section 7; or, (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligence or misconduct of an Indemnitee.

11.2. **Proprietary Rights Indemnification.** Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which are suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees associated with Services not yet provided and the full cost associated with any reasonable expenses involved in transitioning to alternative services, if applicable or available.

11.3. **Indemnification Procedures.** Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to

Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel reasonably determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

12. General.

- 12.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Missouri in all questions and controversies arising out of this Agreement.
- 12.2. Attorneys' Fees and Costs. In any mediation, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own costs and expense, including attorney fees.
- 12.3. Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall use commercially reasonable efforts to comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider in advance.
- 12.4. Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will reasonably cooperate with any Subscriber supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Subscriber, including, without limitation, the Successor Service Provider. Service Provider agrees to reasonably cooperate with such suppliers, and shall use its best efforts to not commit or permit any act which may interfere with the performance of services by any such supplier, provided that such cooperation does not or will not interfere with Service Provider's performance obligations hereunder.
- 12.5. Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other

natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must use its best efforts to notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, through the sole fault of Service Provider that result in an outage or inability for Subscriber to access or use the Services.

- 12.6. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 12.7. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, overnight delivery service, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 12.8. Assignment of Agreement. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 12.9. Entire Agreement. This Agreement and its attached Statement(s) of Work constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 12.10. Cumulative Remedies. All rights and remedies of Subscriber herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Effective Date.

City of Columbia, Missouri (Client/Subscriber)

By: _____

A blue ink signature of De'Carlton Seewood is written over a blue rectangular stamp that contains the letters "DS".

Name: De'Carlton Seewood

Title: City Manager

Date:

APPROVED AS TO FORM:

By: _____

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Paylt, LLC (Service Provider)

By: _____

Name: Michael S. Plunkett

Title: Co-Founder and COO/CFO

Date:

Matthew Lue, Director of Finance



Statement of Work

Date: June 10, 2022

PayIt Platform Statement of Work

This Statement of Work (the “SOW”) is entered into, to be effective upon execution (“Effective Date”), by and between the City of Columbia, MO (“Client” or “Subscriber”), and PayIt, LLC located at 1100 Main Street, Suite 700, Kansas City, MO 64105 (“Service Provider” or “PayIt”).

PayIt, LLC and The State of Missouri are parties to a Master Services Agreement that this Statement of Work falls under.. The Scope of Work below outlines services requested by the parties:.

Title of Solution: PayIt Enterprise Platform

Term of Contract: 5 Years from signature

Termination for Default: If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within fifteen (15) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney’s fees) arising out of or related to the default.

Termination for Convenience: City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect 90 days from Service Provider’s receipt of written notice.

Key Contact Information

Client:	City of Columbia	Provider:	PayIt, LLC
Address:	701 E Broadway, Suite 100	Address:	1100 Main Street, Ste 700
City, State, Zip:	Columbia, MO 65201	City, State, Zip:	Kansas City, MO 64105
Key Contact:	Chelsea Miller	Key Contact:	Michael Plunkett
Title:	Treasurer	Title:	Chief Financial Officer
Email:	chelsea.miller@como.gov	Email:	mike@payitgov.com

Client Background and Scope Approach

The City of Columbia is looking to improve its digital payments for its citizens so that citizens have an easier time paying online, and so that fewer citizens need to pay in person or by check. The City desires to leverage Paylt's Platform beginning with General Billing and Utilities payments to create user mass as additional services are added in phases. As these initial services are delivered and proven a success, the City will continue to migrate payments of other services, such as Parks and Rec in person and online payments, to the Paylt platform. Those additional services will be governed by a separate "Statement of Work" to be provided when desired.

Overall, the scope of work isolates services for General Billing incorporating the full Web and Mobile Enterprise experience as well as IVR. The second scope centers around providing Paylt Checkout (SDK) and IVR for Utility Payment Services. For Utility Payment Services, a citizen user will access myMeter (a service provided by Columbia MO providing front-end user interface) and Paylt will provide integration documentation and Payment Services embedded within the myMeter service.

Platform Services

As an award-winning, SaaS provider of digital government services, Paylt allows agencies to consolidate most services into one citizen experience. Paylt's platform, compliant with top government standards, employs a code-free approach enabling offices to digitize back-office processes and payments quickly. Paylt will deliver the services outlined below powered by the platform.

Scope of Services

General Billing (includes Monthly Services billed within MUNIS of Parking Invoices, Solid Waste Containers, Retiree Insurance, Health Dept Certificates and Home Energy Loans)

Payment Channels



☐ Platform Channels

- ✓ Web
- ✓ Mobile
- ✓ IVR

Constituent Features





Web & Mobile Constituent Users will be able to:

- login to Application or use the guest access option via desktop web, mobile web, native app (Apple, Android)
- If logging in, customers/patrons will be prompted to use a username and password, authentication via Google or Facebook or, if configured, another third-party identity provider.
- search for and link one or many bills to their PayIt Profile
- view/manage billing details for bills linked to PayIt Profile such as:
 - bill details (total amt. due / millage rates)
 - billing history
 - transaction history
 - enroll in eBilling (if allowed by Client's business rules) (note: additional fee with eBilling)
 - sign-up for payment plans (if allowed by Client's business rules)
- make/schedule payments for all required fees utilizing Visa, MasterCard, Discover, American Express, or ACH/eCheck.
- store tokenized payments methods in the Digital Wallet
- receive confirmation payment receipt via email and Application Profile
- review payment and transaction history
- receive Client configured notifications and reminders regarding bills and their account in the Application and via email.

IVR Constituent Users will be able to:

- call a Client-approved phone number set up by PayIt
- area code can be determined by Client
- existing phone number may be redirected to PayIt, if applicable
- follow the configured voice responses to:
 - use the keypad to enter a unique identifier so that the system can respond with the latest data around a specific transaction
 - verify/confirm the bill they would like to pay
 - be presented with a payment summary before payment
 - enter in payment method details
 - credit card (card number, expiration, CVV)

	<ul style="list-style-type: none"> ○ receive payment confirmation over the phone ● be directed to appropriate PayIt or Client Support teams as appropriate ● Client will be listed in the charge description on credit card/bank statement.
Admin Features 	Authorized Admin Users will be able to: <ul style="list-style-type: none"> ● have 24/7 access to on-demand to an Administrative Portal where they can: ● access to on-demand reporting capabilities with real-time transaction data ● view transaction and settlement reports ● process full and partial refunds ● receive monies deposited into one or multiple Client identified accounts ● work with a PayIt implementation team to configure the settlement process to meet Client's business rules around NSF, refunds, and chargebacks process around settlement of funds and reporting
Integration Required	Back-office/System(s) of Record: MUNIS Preferred Integration Format: Flat file integration

Utility Bills	
Payment Channels 	<input type="checkbox"/> Platform Channels <ul style="list-style-type: none"> ✓ PayIt Checkout (SDK for myMeter) ✓ IVR
Constituent Features	PayIt Checkout (SDK for myMeter) Constituent Users will be able to:



- login to Application or use the guest access option via desktop web, mobile web, native app (Apple, Android)
- If logging in, customers/patrons will be prompted to use a username and password, authentication via Google or Facebook or, if configured, another third-party identity provider.
- search for and link one or many utility accounts to their PayIt Profile
- view/manage account management dashboard around each account linked to PayIt Profile such as:
 - bill details
 - billing history
 - transaction history
 - opt-in for automatic payments
 - schedule future payments (if allowed by Client's business rules)
 - enroll in eBilling (if allowed by Client's business rules)
 - sign-up for payment plans (if allowed by Client's business rules)
 - be able to be redirected to a url for myMeter (additional myMeter sign in will be required)
- make/schedule payments for all required fees utilizing Visa, MasterCard, Discover, American Express, debit or ACH/eCheck.
- store tokenized payments methods in the digital wallet
- receive confirmation payment receipt via email and Application Profile
- review payment and transaction history
- receive Client configured notifications and reminders regarding bills and their account in the Application and via email.

Within myMeter, citizens will be able to:

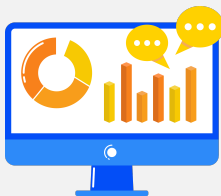
- visit Agency owned/designed application (web or mobile)
- go through the Agency designed user experience
- add bills/invoices/items to cart for payment
- be directed to PayIt Checkout, a PayIt designed UX
- login with PayIt or continue as guest
- view items in cart
- make payments for all required fees utilizing Visa, MasterCard, Discover, American Express, or ACH/eCheck.

- store tokenized payments methods in the Digital Wallet (if they are logged in)
- receive payment confirmation (if they have a PayIt Profile) or receive it via email
- be redirected to a url specified by Agency

IVR Constituent Users will be able to:

- call a Client-approved phone number set up by PayIt
- area code can be determined by Client
- existing phone number may be redirected to PayIt, if applicable
- follow the configured voice responses to:
 - use the keypad to enter a unique identifier to so that the system can respond with the latest data around a specific case or transaction
 - verify/confirm the bill they would like to pay
 - be presented with a payment summary before payment
 - enter in payment method details
 - credit card (card number, expiration, CVV)
 - receive payment confirmation over the phone
- be directed to appropriate PayIt or Client Support teams as appropriate
- Client will be listed in the charge description on credit card/bank statement.

Admin Features



Authorized Admin Users will be able to:

- have 24/7 access to on-demand to an Administrative Portal where they can:
- access to on-demand reporting capabilities with real-time transaction data
- view transaction and settlement reports
- process full and partial refunds
- receive reports regarding eBilling enrollment
- receive monies deposited into one or multiple Client identified accounts

	<ul style="list-style-type: none"> work with a PayIt implementation team to configure the settlement process to meet Client's business rules around NSF, refunds, and chargebacks process around settlement of funds and reporting
Integration Required	Back-office/System(s) of Record: CIS Infinity Preferred Integration Format for SDK Services: Client owns integration responsibilities to PayIt SDK requirements Preferred Integration Format for IVR Services: RESTful API

Service Deployment Overview

PayIt will provide regular (weekly as a standard) updates, including updated project plans with milestones and progress, assessments of project status, upcoming key action items, scope assessments (including any potential changes in scope and / or project risks).

The daily project tasks will be managed by a Client Implementations Manager experienced in working with government technology projects.

Deployment Schedule and Deliverables

PayIt will work with the Client to deliver service to its constituents quickly. We recognize the value of time especially for our agency partner's staff. Typically, our recommended project schedule draft will recommend specific phased launches. These phases may be split based on disparate services, channels, or both. The goals and objectives for each phase will be stated upfront and will be geared to meet the balance of making change quickly and managing risk/resource time.

An example Deployment Schedule is contained below. A detailed Deployment Schedule will be delivered to the Client product stakeholders upon completion of the Kickoff Stage. Each service included in scope will have a project schedule as business rules and integration details are further understood. Adjustments to the schedule may be made based on scope size, complexity, and client resource and deliverables availability.

Stage	Activities	Deliverable(s)
Kickoff	Kickoff Meeting Discuss Project Charter & Checklist Introduce Paylt & Client's Project Staff	Detailed Project Plan
Discovery	Understand Business Rules & Workflows Document Required Integrations	Solution Requirements Integration Design Draft Logo & Marketing Plan
Configuration	Iterative Design & Development of Solution(s) Internal Testing Client Testing/Feedback	
Validation	Complete Back Office Workflows Data Ingestion Solution Validation Integration Testing & Validation	
Marketing Planning	User Adoption Planning Develop Marketing Plan	User Adoption & Marketing Plan
Testing	Final Testing Staff Training Help Guide Documentation Analytics Configuration	Final System Approval
Launch	Live Solution Web/App Store	Live Solution Web/App Store

Client Responsibilities

Deployment

- Provide a single point of contact for the configuration process and provide adequate access to staff and resources to support the goal of being live quickly post the kick-off

Integration

- Provide timely access to data required for the services in this Statement of Work. For example: bi-directional access to customer account detail, payable detail, payable balance, subtotals with descriptions, and total with any fees or fee type descriptions. For

the General Billing and IVR solutions, Data can be provided via web services API (preferred) or delivered on a recurring basis via secure FTP as noted

- For PayIt Check-out (SDK) Client is responsible for implementing the SDK, testing, and troubleshooting

Go-Live

- Launch the Application, in coordination with PayIt, when configuration of services is complete; including the redirect of any and all web addresses for applicable services to the web Application
- Provide marketing support, in coordination with PayIt, adequate to drive Customer/Patron adoption of the Applications. For this purpose, the marketing support provided by Client will include:
 - place online notifications and mobile intercept screens prominently on Client website and department landing pages, as well as any e-newsletters or emails-place notification(s) on all billing communications (including citations, etc.)
 - include notification(s) information in any printed signage, newsletters, and blogs

PayIt Responsibilities

Configuration

- Provide the services in this Statement of Work; deploy, configure, host and manage the PayIt platform
- Provide a single point of contact for the configuration process, with a dedicated project team and a goal to launch service in production quickly post the kick-off
- Provide training to Client personnel

Integration

- Configure necessary systems to integrate the PayIt platform with Client systems using existing data, APIs or web services components provided by the Client for the Web/Mobile General billing and IVR services. If additional data, APIs or web services components are required, PayIt will discuss options, scope, and required costs to develop these with Client and gain approval prior to commencing work

Management After Go-Live

- Provide on-going support to both Client and Constituents
- Meet regularly to review performance, track against shared goals, and share upcoming platform enhancements as well as identify opportunities for service-level improvements

Settlement & Disbursement

- Collect payment from Constituent Users and deposit collected funds into designated Client accounts. Note: Settlement rules and disbursement schedules are configured for Client during the implementation process
- Handle NSF, refunds, and chargebacks based on Client business rules and specifications

Value-Added Services/Complimentary Business Services

Support Services

PayIt will provide support to Client and Constituent Users at no additional cost to the Client. PayIt's Client support will include web-based online tools for Client personnel, training for the Client's customer support personnel and technical staff, as well as dedicated support for technical issues, and 24/7 direct means of contact for emergency situations.

The PayIt Support team (constituent-user team) consists of Tier 1 and Tier 2 support. Tier 1 is responsible for email and phone communication with customers and can solve requests not requiring client or Tier 2 intervention.

PayIt Support is available during business hours (8am-5pm Local Time, Monday-Friday) for phone calls. Email support is available 24/7, 365 days a year. Requests sent in evenings and weekends can expect a reply within 24 hours.

Marketing Adoption Services

PayIt will work with Client stakeholders to plan and implement a multichannel marketing strategy with the following goals:

- Drive awareness for modern methods of payment and government interaction
- Drive adoption among key audiences and channels for a mobile, always-on solution

PayIt will work in consultation with the Client to execute campaigns, analyze reports and results, and continuously refine campaign strategies to maximize effectiveness.

Pricing Overview

Transaction-Based Fees

PayIt monetizes its SaaS platform by charging a Transaction Fee and a Processing Fee when a Constituent User uses the PayIt platform to make a Payment** to Client. The Transaction Fee is

determined by the Transaction Type. The Processing Fee (Credit Card vs. ACH) is determined by the form of payment. For clarity, Constituent Users are not charged for looking up information, receiving reminders, or scheduling a payment.

Fees are applied according to the following table and each listed as not to exceed:

Transaction Type	Transaction Fee	Processing Fee (Credit/Debit Card)	Processing Fee (ACH)
Utility Bills ACH	\$0.00	\$0.00	\$0.40
Utility Bills	\$1.50	0%	\$0.00
Utility Bills nonqualified	\$1.50	2.2%	\$0.40
General Billing	\$2.00	2.5%	\$0.40
eBilling	\$0.50	\$0.00	\$0.00

- *** a Payment is defined as the single Payment by Constituent User for all Transaction Types. For clarity, a Payment can include one or multiple of the same or different Transaction Types. (e.g. if a Constituent User is paying two property tax bills (Transaction Types) at the same time they will incur one processing fee and two transaction fees that make up the single payment.)*
- Fee structure including which fees will be absorbed by Client or passed on to Constituent User are configured during the Implementation Phase. If Client is paying any or all fees, payment can be netted out or invoiced. If invoiced, payment is due within 30 days of Client receiving the invoice.
- **Example:** If the Constituent User pays all fees, the following formula would be applicable. Constituent Amount Owed to Client + Transaction Fee(s) + Processing Fee = Total \$ Amount paid by Constituent.

Fees for Payment Errors:

PayIt, LLC will invoice Chargebacks at a rate not to exceed \$10 per transaction. PayIt, LLC does not charge fees for insufficient funds or refunds. PayIt reserves the right to remove the ACH payment option for individuals who have had an insufficient fund error on prior transaction attempts.

Additional Technology Fees:

Set-up Fee: \$ 0.00

Annual Fee:	\$ 0.00
Update Fee:	\$ 0.00
Upgrade Fee:	\$ 0.00
Maintenance Fee:	\$ 0.00
Professional Services:	\$ 0.00 / hour

Upon execution of this Statement of Work, PayIt, LLC and Client hereby agree to the requirements outlined in this Proposal, the sum of which will constitute a binding agreement ("Agreement") between the parties.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Start Date.

City of Columbia, Missouri (Client/Subscriber)

By: _____

Name: De'Carlon Seewood

Title: City Manager

Date:

PayIt, LLC (Service Provider)

By: _____

Name: Michael S. Plunkett

Title: Co-Founder and COO/CFO

Date: