RESOLUTION NO. R-22-30

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM PAYMENTUS CORPORATION, A BUSINESS LOCATED AT 13024 BALLANTYNE CORPORATE PLACE, SUITE 400, CHARLOTTE, NORTH CAROLINA, 28277 FOR PAYMENT PROCESSING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR SUCH SERVICES.

WHEREAS, the City of Gladstone has a need for an approved third party payment processor that will integrate with the financial software and banks,

WHEREAS, Staff have previously solicited project demonstrations and bids from payment processors,

WHEREAS, the proposal offered by "Paymentus," met all the terms and specifications required and offered costs for services that has been determined reasonable, and is recommended by Finance Staff, and

WHEREAS, it is determined that "Paymentus" provides specialized knowledge, skills, and relationships with the City's financial software that is advantageous to the City, and

WHEREAS, the City has solicited and received positive recommendations regarding Paymentus from the City of Joliet, IL and Muskogee, OK,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from "PAYMENTUS," 13024 Ballantyne Corporate Place, and is authorized to execute a contract to that effect in substantially similar form as the contract attached hereto.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 27ᵗʰ DAY OF JUNE, 2022.

Bill Garnos, Mayor

ATTEST:

Kris Keller, City Clerk

MASTER SERVICES AGREEMENT

Client:	City of Gladstone
Client Address:	7010 N. Holmes Street Gladstone, MO 64118
Contact for Notices to Client:	Robert Daniels
Estimated Number of Yearly Payments:	123,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Customer and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

        (i)   this signature page
        (ii)   the General Terms and Conditions; and
        (iii)   the following Schedules:
               Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _Scttluly_

NAME: _Scott Wingerson_

TITLE: _City Manager_

DATE: _6/29/22_

PAYMENTUS CORPORATION

By: _____

NAME: Jerry Portocalis

TITLE: Chief Commercial Officer

DATE: July 13, 2022

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS
BY AND BETWEEN PAYMENTUS CORPORATION AND CITY OF GLADSTONE, MO

1 Definitions:

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

1.1 **"Agreement** "or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.

1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 **"Effective Date"** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.

1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.

1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.

1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 **"IPN"** or **"Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.

1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.11 **"Payment Amount"** means the amount of a Payment.

1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 **"Paymentus Fee"** is defined in Section 3.2.

1.14 **"Platform"** is defined in Section 2.1.

1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 **"User"** means a user of Client's services.

2   Description of Services to be Performed

2.1   Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2   Professionalism

Paymentus will perform the Services in a professional manner.

2.3   New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3   Compensation

3.1   No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2   Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4   Payment Processing

4.1   Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop two (2) file format interfaces with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification- Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3   PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4   Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5   Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6   Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7   Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8   Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5   General Conditions of Services

5.1   Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2   User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

To the fullest extent allowed by law Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall requires the indemnified party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVEN RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF $1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT. LOSSES FOR CLAIMS BY THE CLIENT ARISING FROM (I) GROSS NEGLIGENCE (II) FRAUD and (III) WILLFUL MISCONDUCT SHALL BE EXCLUDED FROM THE LIMITATIONS HEREIN for both Parties.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the

Agreement. This term is subject to the discretionary, annual appropriation of funds by the Missouri Constitution, art. VI, section 26. If the Client does not appropriate the funds for any year during the term of this Agreement, Client can give Paymentus six (6) months' notice of termination, and this Agreement will be terminated on the termination date set forth in the notice. Notwithstanding the forgoing, Client agrees that prior to giving notice of termination, it will engage in discussions with Paymentus to explore the opportunity of changing to a payment model where Client customers pay the fees ("Convenience Fee Model") so that the Services are continued to be provided to Client free of charge to Client, and if such an agreement is reached, the parties will memorialize any agreement that they reach in an Amendment to this Agreement which will agree to honor the remainder of the Term as set forth herein using the Convenience Fee Model for payment.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the 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 will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User

information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that 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 this 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 Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party 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, by sending Notice to the other party. Notices to Paymentus

shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Missouri, without giving effect to any principles of conflicts of law. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted in federal court of the Western District of Missouri.

10.5 Severability

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

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 Miscellaneous

Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations

under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement except to the extent that should City receive public records requests that request proprietary or confidential information, the City shall promptly notify Paymentus of the same, and provide Paymentus with an opportunity to seek an injunction prohibiting disclosure to the extent that the request is excessive.

Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employee any person who is an unauthorized alien in connection with the contracted services.

RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

Pursuant to Section 34.600, RSMo, if the Agreement is valued at more than $100,000, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

10.9 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit ,Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	$1.87 per Visa, MasterCard, Discover, American Express credit/debit transaction 2.95% of sales volume on Non-qualified credit transaction $0.50 per Echeck/ACH transaction	☐
☒	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	$1.87 per Visa, MasterCard, Discover, American Express credit/debit transaction 2.95% of sales volume on Non-qualified credit transaction $0.50 per Echeck/ACH transaction	☐

- Average payment amount $96.00. Maximum payment amount $9000.00. Multiple payments can be made.
- Chargebacks and returned checks will be billed at $9.95 each.

  Outbound notifications include 1,000 phone, email and text notifications per month; additional usage is invoiced at $0.20 per message.

North Carolina

STATE OF ~~MISSOURI~~)
) ss.

COUNTY OF <u>Mecklenburg</u>)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared <u>Jerry Portocalis</u>, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is <u>Jerry Portocalis</u> and I am currently the <u>CCO</u> of Paymentus Corporation (hereinafter "Contractor"), whose business address is <u>11605 N Community House Rd, Ste 300</u>, and I am authorized to make this Affidavit.   Charlotte, NC 28277

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services Contractor is providing to, or will provide to the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Jerry Portocalis
Printed Name

Subscribed and sworn to before me this <u>13</u> day of <u>July</u>, 2022.

Notary Public

SEAL

Request for Council Action

RES ☒ **# R-22-30**   **BILL** ☐**# City Clerk Only**   **ORD # City Clerk Only**

Date: 6/21/2022   Department: Finance

Meeting Date Requested: 6/27/2022

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Credit Card Processor

Background: Using a reputable credit card processor is critical to any ecommerce industry. The processor gives us the ability to securely take electronic payments both in person (card present) and online (card not present) while maintaining PCI compliance. It is important that the processor and software are compatible to reduce the number of issues that can arise.

Budget Discussion: Funds are budgeted in the amount of $10,000 from the General Fund and $50,000 from the CWSS Fund. Ongoing costs are estimated to be $ 60,000 annually. Previous years' funding was $60,000

Public/Board/Staff Input: Staff has been working with our financial software companies and credit card processors on how to improve the customer's online experience. Since the pandemic, many people and businesses have changed the way business is conducted. Paymentus is an online payment processor that could expand the types of payments available to water users. This is done by using a secure digital wallet that can store multiple payment methods. Users will be able to log onto the site to schedule a onetime payment or schedule reoccurring payments. An added functionality that Paymentus is giving us is the ability to take utility payments over the phone while staying PCI compliant.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Dominic Accurso   JM   SW
Department Director/Administrator   City Attorney   City Manager

RCA DUE TO CITY CLERK WEDNESDAY 12:00 PM

CHASE 🟡   J.P.Morgan

SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join **Paymentus Corporation** (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in1 connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay

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Merchant Name: City of Gladstone, Missouri   Page 1 of 4
Date Printed   March 20, 2020

presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Data Security and Privacy

By signing below, you represent to us that you **do not** have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published form time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

9. Definitions.

(a) *"Card"* means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.

(b) *"Account Information"* is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.

(c) *"ACH"* means Automated Clearing House.

(d) *"Chargeback"* is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.

(e) *"Customer"* is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.

(f) *"Data Compromise Event"* means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.

(g) *"ECP"* means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.

(h) *"Chase"* is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks.

Your acceptance of Network products is extended by the Chase.

(i) **"*Network*"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.

(j) **"*Network Rules*"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.

(k) **"*CMS*"**, **"*we*"**, **"*our*"**, and **"*us*"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.

(l) **"*Refund*"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

(m) **"*Return*"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.

(n) **"*Security Standards*"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

(o) **"*Transaction*"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.

(p) **"*Transaction Receipt*"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you agree to comply with the foregoing terms.

Agreed and Accepted by:

Paymentus Corporation
SUBMITTER LEGAL NAME (Print or Type)

3455 Peachtree Rd NE, 5th Fl, Atlanta, GA 30326
Legal Address (Print or Type)

_____
By (authorized signature)

_____
By, Name, Title (Print or Type)

_____
Date

Agreed and Accepted by:

City of Gladstone Missouri
MERCHANT LEGAL NAME (Print or Type)

7010 N Holmes, Gladstone, MO, 64118
Legal Address (Print or Type)

_____
By (authorized signature)
Robert Baer, City Manager
By, Name, Title (Print or Type)

06-21-23
Date

Agreed and Accepted by:

PAYMENTECH, LLC, for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: _____

Title: _____

Address: 8181 Communications Pkwy, Plano, TX 75024

Date: _____

Paymentus

11605 North Community House Road, Suite 300
Charlotte, NC 28277
888-440-4826

8/30/2023

Statement of Work

This STATEMENT OF WORK ("SOW"), is entered into as of the date of the last of the signatures set forth below ("Effective Date") by and between City of Gladstone ("Client") with its principal place of business 7010 N. Holmes Street Gladstone, MO 64118 and Paymentus Corporation ("Paymentus") with its office at 11605 North Community House Road, Suite 300, Charlotte, North Carolina 28277.

This SOW is hereby entered into and made a part of the Master Services Agreement (the "Agreement") between Client and Paymentus. Terms used but not defined in this SOW will have the meanings given to them in the Agreement.

This SOW shall remain valid for 60 days from issue date.

PROJECT DESCRIPTION

Implementation of Standard IVR for TLA GSTO

Item	Detail	Amount
Implementation of Standard IVR	• TLA: GSTO • Languages for IVR - English and Spanish • Enable saved payment method • Paymentus to facilitate UAT testing Paymentus to provide production planning & deployment to PROD	$6,500.00
Total Due	Paymentus to waive fees for this implementation.	**$0.00**

The Total Amount Due will be billed upon project kickoff.

PAYMENTUS RESPONSIBILITIES

- Manage the efforts of the Paymentus staff and coordinate Paymentus activities with the Client's Project Manager.
- Provide Client with one (1) production and one (1) UAT (User Acceptance Testing) environment.
- Coordinate and perform the configuration of the Paymentus solution as described above.
- Define the project schedule in consultation with the Client's Project Manager and resolve deviations from the Project Schedule, if any.
- Provide timely responses to critical issues raised by the Client's Project Manager
- Provide Integration guide and recommendation for optimal solution ex standard Paymentus CIF file

CLIENT RESPONSIBILITIES

- Assign resources that have the time and expertise to execute their respective tasks and responsibilities.
- Provide timely and appropriate responses to Paymentus' request for information.
- Coordinate support for any other third-party vendor where Client holds the primary relationship.
- Ensure network connectivity.
- Testing of the solution and reporting of any deviation.
- The client is responsible for conducting thorough User Acceptance Testing (UAT), encompassing comprehensive testing of all available payment methods and in all forms, prior to the configuration being migrated to the production environment.
- Additionally, the UAT checklist must be completed and signed by the client as a confirmation of their testing activities. This testing requirement is distinct and separate from any testing conducted by their CIS or any other vendor

ASSUMPTIONS

- Client and/or Development Partner/Vendor understands that any delay in response can/will impact project timelines.
- Client will schedule meetings with the Development Partner/Vendor and Client will stay engaged through project warranty.
- Non-standard changes (i.e. custom development) must follow Paymentus release calendar.

OUT OF SCOPE

- Features not explicitly defined in the Project Description are out of scope.

POST DEPLOYMENT ASSUMPTIONS

- Any Client concerns or changes post deployment (Production) will be directed to the Paymentus Customer Care team at customercare@paymentus.com or 800-420-1663.

ESCALATION APPROACH

Paymentus

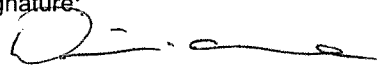| Escalation Level 1	Escalation Level 2	Escalation Level 3
TBD upon project kickoff Project Manager Email: TBD Phone: TBD	**Pantelis Mamouzellos** Director, Client Services Email: pmamouzellos@paymentus.com Phone: 980-206-9091	**Lori Hogg** Vice President, Customer Success Email: lhogg@paymentus.com Phone: 980-206-9091

Client

Escalation Level 1	Escalation Level 2
Robert Daniels SR. Finance Email: robertd@gladstone.mo.us Phone: 816-423-4122	**Dominic Accurso** Finance Director Email: dominica@gladstone.mo.us Phone: 816-436-2200

Authorized Client Representative	Paymentus Corporation
Signature: Printed Name: Dominic Accurso Title: Director of Finance Date: 8/30/23	Signature: *Peter Fanous* Printed Name: **Peter Fanous** Title: **Senior VP, Mid Markets** Date: 8/31/2023