



City Clerk Document No.: A-2023-1586

City Council Meeting Date: July 20, 2023

**CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
ELECTRONIC PAYMENT ACCEPTANCE SOLUTION
CITY OF CHANDLER AGREEMENT NO. MS2-920-4380**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Invoice Cloud, Inc., a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made July 28, 2023 (Effective Date).

RECITALS

- A. City proposes to enter into an agreement for an electronic payment acceptance solution as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its Resellers and/or End Users' use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information (like age,

profession, or gender), domain names, computer type, browser types, and other anonymous statistical data arising from such use of the Services and access to the Facilities.

Agreement means this legal agreement executed between the City and the Contractor.

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Base Programs means each version of a computer program used by Contractor to perform the Services, including the object code and source code, and all Upgrades, Documentation, workarounds, error-corrections, patches, and bug fixes.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this definition; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in accordance with the relevant Documentation.

Exit Plan means the plan set forth in Exhibit F hereto.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP license, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, the Resellers, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Contractor Confidential Information means: (i) Contractor nonpublic financial information; (ii) Contractor's trade secrets; (iii) the Invoice Cloud Technology (whether in source code, embedded, object code or in documentation), as such term is defined in Exhibit I attached hereto; and (iv) any information or materials that Contractor conspicuously marks as "Confidential", "Private" or "Proprietary".

Reseller(s) means those third party service providers engaged by City to support the implementation of Contractor's Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Shall, Will, or Must means a mandatory requirement.

Software Programs means the Base Programs and Custom Programs.

Upgrades has the meaning stated in Exhibit A.

2.0 SERVICES

2.1 Services under Schedules. Contractor will perform and deliver Services described in this Agreement and any Schedules hereto, in accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

2.2 [Intentionally Omitted]

2.3 Reports. On a quarterly basis or more frequently as may be specified in a Schedule, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in an applicable Schedule, and any other information reasonably requested by City.

2.4 Services Audit. City may on 30 days' notice conduct audits and reviews of the Facilities on Contractor's premises with respect to the Services, subject to Section 5.5.

2.5 Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City, at no additional charge. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Notwithstanding the foregoing, Contractor shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Services (or derived from City's use of the

Services) *provided, however*, that Invoice Cloud shall not disclose any such data unless such data is in an aggregated and de-identified form that would not permit a third party to identify the data as associated with the City or any person. In addition, the parties understand and acknowledge that some data (e.g., card data) cannot be provided to City due to PCI-DSS, card association and NACHA requirements. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates. "Business Collaboration" means any strategic alliance, partnership, joint venture, broker-dealer, sales representative, investment advisor, or other marketing or business arrangement between City or its other Affiliates and any such person or organization through which City or such Affiliates derive revenue or profit or conduct business involving financial services. The City will be responsible and liable for the acts and omissions of its Affiliates and members of its Business Collaboration that City authorizes to use or access Contractor's Services hereunder.

2.8 Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Agreement.

3. BACKUP IP LICENSE

3.1 Sufficiency of Intellectual Property; Further Assurances. Contractor represents and warrants that, to the best of its knowledge as of the Effective Date hereof, the IP License and the Intellectual Property Rights licensed to City thereunder are and will be sufficient for City or its Representatives to manage, maintain, perform and deliver the Services for present and future End Users, to produce, copy, install, operate, manage, maintain, and improve the Services or the Software Programs and Facilities of City's own choosing in order to do so, without infringement of Intellectual Property Rights owned or held by others. Promptly upon request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the IP License. To the extent that Contractor or its Affiliates' Intellectual Property Rights include any U.S. patents or copyrights that are owned by third-party licensors, Contractor will at City's request, provide City with written confirmation from such third-party owner that such owner will give effect to the terms of Section 3.1 without any further condition, payment or other obligation. The IP License and the terms of Section 3.1 shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.

4. NON-DISCLOSURE

4.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure")) to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, City may disclose Contractor Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

4.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may

retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement. In addition, the parties understand and acknowledge that some data (e.g., card data) cannot be provided to City due to PCI-DSS, card association and NACHA requirements.

4.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

5. SECURITY

5.1 Security. Contractor represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

5.2 Security Standards. Contractor will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. Upon the parties' mutual written agreement in each instance, City may be afforded the right, at its cost and expense, to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(g) Audit Logging. Contractor will provide to the City system, audit, and other logs required by the City from the Contractor's environment and service offering upon request.

(h) StateRAMP Evaluation. Contractor agrees to take the following steps towards evaluating the practicality and feasibility of attaining StateRAMP certification:

- (1) Contractor will review the most up-to-date version of the StateRAMP Ready Minimum Mandatory Requirements for Low Impact Level as published by the StateRAMP Board;
- (2) Contractor will evaluate any gaps or inconsistencies between its current security posture and those requirements mandated by StateRAMP to achieve certification; and
- (3) Contractor will notify City in writing of its plans, if any, to migrate towards StateRAMP certification (if so desired by Contractor in its sole and absolute discretion).

Contractor commits to completing steps (1) and (2) above by the end of the 2023 calendar year, and to completing step (3) above (if applicable) by the end of the first calendar quarter of 2024. For the avoidance of doubt, nothing herein shall require or bind Contractor to attain StateRAMP certification. Contractor retains the sole and absolute discretion at all times to determine whether or not it will attain StateRAMP certification.

5.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. If the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may

terminate and this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

5.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

5.5 Audit. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request. After conducting an audit, City shall be entitled to notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. If Contractor is unable to remedy the defects or deficiencies causing its noncompliance with any obligation, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than twice per year unless City determines in its reasonable discretion that additional audits are necessary. In the event that City conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 24 hours of suspicion, detection or confirmation of a breach or unauthorized access to City information that is hosted, stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to ensure the service for the City is adequately maintained in the event of any negative impact on the Contractor's service. Contractor will regularly backup City data and retain such City backup data copies according to City data retention requirements or otherwise provide backup data to the City. Contractor represents that such backups of City data are copied to another Microsoft Azure region that is geographically separate, and that such backups are encrypted and maintained in immutable storage designed to protect against deliberate erasure.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all applicable State and Federal laws and regulations including, but not limited to:

Federal Information Security Modernization Act of 2014 (FISMA):

<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>

- OMB Circular A-130:

<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>

- National Cyber Strategy of the United States of America:

<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>

- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):

<https://www.hhs.gov/hipaa/index.html>

- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):

<https://www.irs.gov/pub/irs-pdf/p1075.pdf>

- Criminal Justice Information Services Security Policy (CJIS)

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

- Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E)

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>

- A.R.S. 18-551 - Definitions Information Security Including PII:

<https://www.azleg.gov/ars/18/00551.htm>

- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>

- State of Arizona statewide policies, standards and procedures: <https://aset.az.gov/resources/policies-standards-and-procedures>

- SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>

- State Environmental policies: <https://azdeq.gov/LawsAndRules>

- Family Education Rights Privacy Act (FERPA):

<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>

- Driver's Privacy Protection Act (DPPA):

<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>

- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>

- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:

<https://www.pcisecuritystandards.org/>

6. FEES AND OTHER PAYMENTS

6.1 Fees. Notwithstanding anything to the contrary in any Schedule, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services, and (ii) City receives an invoice for the relevant Fees.

6.2 Price Protection. Contractor's Fees may be increased no more than once per calendar year and such Fee increase will only be effective commencing on the ensuing July 1st following the City's receipt of Contractor's written notice informing the City of the Fee increase. Such notice must be provided by Contractor at least sixty (60) days prior to the ensuing July 1st for such Fee increase to commence on that July 1st. The percentage of any such Fee increase will not exceed three percent (3%) per such increase per annum. Notwithstanding the foregoing, Contractor agrees that it shall not increase its Fees hereunder for the first twenty-four (24) month period following the Effective Date of this Agreement.

6.3 Taxes. Contractor shall be responsible for the payment of all sales, use or similar taxes applicable to the purchase by Contractor of any materials and components used in the manufacture or assembly of any Products. City, the Resellers or End Users, as applicable, shall be responsible for the payment of all sales or use taxes imposed by any jurisdiction in the United States applicable to the sale of any Products under this Agreement, or to the extent applicable will provide appropriate sales tax exemption certificates.

6.4 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor based solely on their respective income. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes based solely on Contractor's or its subcontractors' respective income.

6.5 Invoices. Contractor's Fees for the Services are provided on the Biller Order Form attached hereto as Exhibit B. All payment obligations are either auto debited from the Biller Bank Account (as defined in Exhibit I attached hereto) or payable on receipt of an itemized invoice from Contractor, and are non-cancellable, and all amounts or fees paid are non-refundable. All Fees will be billed in U.S. dollars. If the City believes the City's bill or payment is incorrect, the City must provide written notice to Contractor within sixty (60) days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

7.1 Compliance with Laws. Contractor shall and shall use its best efforts to cause its suppliers to, comply with all applicable United States and foreign, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

7.2 No Infringement. Contractor represents and warrants that, to the best of its knowledge as of the Effective Date hereof, the Services, Facilities and Software to be performed, operated or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the Resellers, or End Users.

7.3 Encryption. Contractor will identify in the applicable Schedule any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to

the export or importation of the Services and Software, any modifications, enhancements or updates thereto, and any technical data derived therefrom.

7.4 Services. Contractor represents, warrants and covenants that: (a) it shall perform the Services in conformance with the levels of service, quality control, and other performance standards described in this Agreement; (b) all Services provided in connection with this Agreement are and will be performed to the best of Contractor's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; and (c) Contractor personnel performing any Services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Contractor will promptly replace any person who is performing Services under this Agreement upon City's reasonable request.

7.5 Reserved.

7.6 Services Not to be Withheld. Contractor represents, warrants, and agrees that during the term of this Agreement it will not withhold Services under this Agreement (including, without limitation, implementation, termination transition assistance services) or access to the Facilities for any reason, including, but not limited to, a dispute between the parties arising under this Agreement, another agreement between the parties, or any unrelated dispute between the parties.

7.7 Viruses. Contractor represents, warrants, and covenants that Contractor will use industry standard anti-virus software to prevent the introduction and/or spread of any viruses or other malicious code by the Software .

7.8 Reserved.

7.9 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs; (b) is and will be complete, free of errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

7.10 Reserved.

7.11 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.12 Limitation of Liability. CONTRACTOR'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM THE CITY IN THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CONTRACTOR'S LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT WILL CONTRACTOR OR CITY OR ITS RESELLERS BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For the avoidance of doubt, any fines or penalties assessed on a party under applicable law arising out of the other party's breach of this Agreement are direct damages.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Indemnification by Contractor. Contractor, at its expense, will indemnify, defend and hold harmless City, the End Users and any of its or their officers, directors, employees, agents, consultants, other representatives, and any third parties permitted to use the Facilities, Software, or Services (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Contractor or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim that any of the Facilities, Software or Services or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. City will promptly notify Contractor of any such claim or action and will reasonably cooperate with Contractor in the defense of such claim or action, at Contractor's expense.

8.2 City's Right to Participate. Contractor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that City may in its sole discretion participate in the defense of any such claim or action at City's expense. Without limiting the foregoing, Contractor may not, without City's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Contractor fails to appoint an attorney within ten (10) calendar days after City has notified Contractor of any such claim or action, or after Contractor becomes aware of such claim or action, whichever is earlier, City will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Contractor.

8.3 Election of Remedy. If the Facilities, Software or Services or any portion thereof becomes, or in Contractor's or City's reasonable opinion is likely to become, the subject of any such claim or action, then City may terminate the relevant Schedule with respect to the affected Services and cease to receive the benefit, directly or indirectly, of the affected Facilities or Software or require Contractor to either: (i) procure for City the right to continue using the Services and Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services and Software, or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Services and Software, or such portion thereof, as reasonably determined by City); or (iii) replace same with an equally suitable, functionally equivalent, compatible, non-infringing services and software, as reasonably determined by City. If none of the foregoing is possible and if such Services and Software, is found to infringe by a court, Contractor or City will have the right to terminate the relevant Schedule with respect to such Services and Software and Contractor will refund to City a pro rata portion of all pre-paid fees paid by the City hereunder for such Services, based on the then-remaining term for which such fee applies. Any termination of any Schedule(s) by City under this Section will be without prejudice to any other rights and remedies which City may have under this Agreement or at law or in equity.

9. SERVICE LEVELS; SUPPORT SERVICES

9.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

9.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

10. TERM

10.1 Agreement Term. This Agreement is effective as of the Effective Date and will continue for a period of five years or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to five additional terms of one year each, or portions thereof.

10.2 Schedule Term. Each Schedule will commence on the date first set forth in such Schedule and will continue until the terms of such Schedule or this Agreement expire or are terminated in accordance with Section 11.

11. TERMINATION

11.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any Schedule, and such breach is incapable of cure, or such breach is capable of cure but Contractor does not cure such breach within thirty (30) days after written notice of material breach, City may terminate the relevant Schedule upon written notice to Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant Schedule, City may terminate: (a) this Agreement (in which event all of the other Schedules will terminate concurrently therewith); or (b) all affected Schedules. Termination of a Schedule or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and City fails to pay undisputed amounts under a particular invoice within three (3) months after such amounts are due, and Contractor has notified City of its intent to terminate this Agreement and City has not cured such breach within thirty (30) days of receipt of such notice.

11.2 Termination for Convenience by Client City may elect to terminate this Agreement for its convenience between May 1st and May 31st of each given calendar year that this Agreement remains in effect ("Opt-Out Period") by providing written notice to Contractor. Where the City exercises its termination for convenience right hereunder by providing Contractor with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate thirty (30) days from Contractor's receipt of the City's notice. Where no such notice is received by Contractor during the Opt-Out Period, or such notice is received by Contractor after the expiration of the Opt-Out Period for that applicable year, then the Agreement shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in this Agreement, in the event of a termination for convenience under this Section, City will pay Contractor for the Services performed in accordance with the terms and conditions of this Agreement

up to and through the date of termination. The parties acknowledge and agree that the termination for convenience right afforded to the City under this Section 11.2 is exclusive to the City only. Any other municipality, school district or government agency engaging in the cooperative use of this Agreement as permitted by Section 14.29 herein shall not be afforded the same termination for convenience right unless separately agreed upon by Contractor and such municipality, school district or government agency.

11.3 Exit Plan. In the event of any expiration or termination of this Agreement, the Parties shall prepare and carry out an Exit Plan on the terms set forth in Exhibit F hereto.

11.4 Services Wind Down Period. Any expiration or termination of this Agreement or any of the Schedules, Client shall be entitled to continued provision of the Services by the Provider and access to the Facilities for a period of time determined by Client, not to exceed ninety (90) days, required for Client to wind down its current use of the Services or to make a transition to alternate services providers or facilities.

12. INSURANCE

(a) Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect the insurance coverage in the minimum amounts and on the terms set forth in Exhibit G hereto or such other amounts as may be set forth in a Schedule. Contractor must furnish City with certificates of insurance evidencing such coverage required hereunder as set forth in Exhibit G, such certificates being subject to City's reasonable approval. All insurance required hereunder to be carried by Contractor (as well as any approved subcontractors or agents) will be with sound and reputable insurers and on forms as both are reasonably satisfactory to City.

(b) Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request no more than once per calendar year, including those evidencing that City has been added as an additional insured to applicable policies where required hereunder. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery of any Software Program(s) hereunder, and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

(c) Waiver of Rights of Recovery. Contractor waives all rights of recovery against City and its subcontractors or agents that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Contractor. Contractor will require its approved subcontractors and agents to waive the rights of recovery (as the aforesaid waiver by Contractor) against City, Contractor and their other subcontractors or agents and deliver evidence of such waiver to City before such subcontractors or agents perform any Services.

(d) No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

(e) Claims. Contractor will promptly make a full written report to City as to all accidents or claims for damage arising from or in connection with: (i) this Agreement; (ii) the discharge of Contractor's duties under this Agreement or any Schedule; or (iii) the presence of Contractor or Contractor's Representatives on City's

premises. Contractor will cooperate fully with City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

13. DISASTER RECOVERY

An outline and executive summary of Contractor's business continuity and disaster recovery plan is attached as Exhibit E hereto (such outline and summary plus all of Contractor's supporting detailed documentation and plans as contemplated by the provisions of this Section, the "Disaster Recovery Plan"). The Disaster Recovery Plan for all Services shall: (a) be designed to continue all Contractor business operations that are critical to the overall operation and functionality of the Services notwithstanding the occurrence of a Crisis; (b) specify procedures and frequency of testing; and (c) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide each of the Services in the event of a Crisis. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up of business operations designed to keep the Services from becoming unavailable as *Unscheduled Downtime* as defined in the Service Level Agreement due to a Crisis and to permit the related business operations of City to be re-instituted in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Notwithstanding the foregoing, if a Crisis prevents Contractor from providing the Services to City, Contractor shall allocate its efforts and resources to restoring City's Services no less favorably to City than it allocates to any of its other Clients affected by the Crisis.

14. GENERAL

14.1 Force Majeure.

(a) For purposes of this Agreement "*Force Majeure*" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended; provided, however, that under no circumstances will a Party's obligations to pay any amounts due under this

Agreement be suspended nor Contractor's disaster recovery obligations under Sections 5.7 and 13. Any Party affected by an event of Force Majeure will promptly inform the other Party and will use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

14.2 License of Intellectual Property: 365(n). The Software is "intellectual property" as defined in 11 U.S.C.A. 101(35A) which has been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C.A. 365(n), as the same may be amended or supplemented from time to time, if Contractor files for bankruptcy.

14.3 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14.4 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless it is requested by the City Manager or City Manager's designee of City in writing under this Section.

14.5 Assignment. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

14.6 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Carlyn Altheide
Title: Director of Enterprise Sales
Address: 30 Baintree Hill Office Park, Ste. 303
Baintree, MA 02184
Phone: 925-705-5900
Email: caltheide@invoicecloud.com

14.7 Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement (each party's confidentiality obligations set forth in this Agreement) other than any payment obligations

hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

14.8 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word "or" will be construed such that the series may include any of the items, all of the items, or any combination of the items.

14.9 Entire Agreement. This Agreement and all exhibits and schedules attached constitute the complete agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties.

14.10 Time of the Essence. Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, milestones and other requirements in this Agreement and any Schedule, is strictly required for City in light of its schedules and commitments.

14.11 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Schedule will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

14.12 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, "Benefit Plans"). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

14.13 Non-exclusivity. Except as prohibited by Section 1 of the Biller Agreement attached hereto as Exhibit H, Contractor acknowledges that City may from time to time enter into other transactions with companies that may be competitors, suppliers or customers of Contractor. Except as prohibited by Section 1 of the Biller Agreement attached hereto as Exhibit H, no such activities will be affected by City's agreement to enter into this Agreement.

14.14 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising, publicity or otherwise, the name of City or its End Users or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users.

14.15 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14.16 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including, Sections 4 ("Non-Disclosure"), 7 ("Representations, Warranties, Covenants and Limitation of Liability"), 8 ("Intellectual Property Indemnification"), 11 ("Termination"), 14 ("General") and corresponding Exhibits and Schedules.

14.17 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

14.18 Counterparts; Method of Amendment. This Agreement, each Schedule and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a Schedule: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

14.19 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Contractor and City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

14.20 Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

14.21 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not

to engage in a boycott of Israel as defined by state statute.

14.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

14.23 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.24 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.25 Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

14.26 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, Contractor must provide written notice to City, as set forth in this Agreement, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by Contractor under this Agreement are not expected to create an interest with

any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of the parties' agreement.

14.27 Jurisdiction and Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

14.28 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

14.29 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

14.30 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A – Statement of Work
- Exhibit B – Fee Schedule
- Exhibit C – Service Level Requirements
- Exhibit D – Support Services Requirements
- Exhibit E – Disaster Recovery Plan
- Exhibit F – Exit Plan
- Exhibit G – Insurance Requirements
- Exhibit H – Biller Agreement
- Exhibit I – Biller Terms and Conditions

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Statement of Work; (3) Exhibit B – Fee Schedule; (4) Exhibit C – Service Level Requirements; (5) Exhibit D – Support Services Requirements; (6) Exhibit E – Disaster Recovery Plan; (7) Exhibit F – Exit Plan; (8) Exhibit G – Insurance Requirements; (9) Exhibit H – Biller Agreement; and (10) Exhibit I – Biller Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR

By: Kevin Harthe

By: Kevin O'Brien

Its: Mayor

Its: President, Enterprise Solutions

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney *DLB*

ATTEST:

By: Dana R. Strong
City Clerk



EXHIBIT A STATEMENT OF WORK

Introduction

This Statement of Work (SOW) scopes the high-level integration overview for the City of Chandler (Biller).

The Invoice Cloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept electronic payments for invoiced and non-invoiced items. The Service will allow the Biller to offer electronic payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, digital wallets, and electronic checks. Additional Payment Methods may be added as they become available in accordance with the Biller Terms and Conditions attached hereto as Exhibit I.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by Biller, as outlined in the Biller Order Form for each Invoice Type, are included in the delivery of products, services, and payment methods.

Definitions:

1. Biller – Merchant / City of Chandler
2. Payer – Client customer, resident, person paying a bill or invoice.
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document.
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function.
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes.

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - As of February 15, 2018, web browsers which do not support Transport Layer Security (TLS) versions 1.1 and 1.2 will no longer be able to connect to the Invoice Cloud platform. Unsupported browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems.

2. Data Integration

The integration(s) matrix for the Biller will include the functionality found in Appendix B.

3. EBPP Customer Portal

The Customer Portal is an electronic bill presentment and online payment portal (EBPP) where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or e-check (EFT/ACH), with the option to add additional Payment Methods in the future in accordance with the Biller Terms and Conditions attached hereto as Exhibit I.
- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. Payers will have the option to enroll in Pay by Text:
 - Provides interactive SMS registration and enrollment confirmation
 - Sends notification when new bills are available for viewing and payment
 - Allows for payment utilizing a stored-payment method (default payment method) or payment via URL
- g. The system will accept partial, full, or overpayments as defined by the Biller.
- h. The Payer will register with the Service using the authentication method designated by Biller.
- i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- j. The Payer will receive an email confirmation of payment after any payment process.
- k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. Billers will have the option to enable an in-line Donations Invoice Type:
 - Payers can make a one-time monetary donation to a particular fund, in addition to their primary bill payment, which appears as a line item on the transaction receipt.
 - Biller may choose from several configuration options including but not limited to, round up, fixed amount, other donation amount, start and end date.

- IC supports up to 10 unique donation invoice types with logo and informational text box. Changes are made by request through the HelpDesk.
- Transaction reporting is made available in the Biller Portal.
- Biller may choose to deposit donation funds into a separate bank account.

4. Biller Portal

The Biller Portal is our comprehensive administrative portal where Biller staff will have access to reporting, reconciliation, view SaaS product release notes and send feedback, customer profile management tools, search real time payments, manage customer email templates, contact support, sign up for training, and other general reporting functions.

- **Customer Profile – Management Tools** (subject to applicable user permissions)
 - Ability to assist a customer with payments using a new or saved payment method
 - View 24-months billing and payment history, with PDF/HTML bill view
 - Ability to enroll or modify customer enrollment in AutoPay, Paperless, Pay by Text, or Recurring Scheduled Payments
 - Login as Account Owner
 - Re-send first email notifications, send on demand Pay by Text SMS
 - Compatible with POSPay to facilitate EMV transactions
 - View summary Email History with send dare and click through history
 - View Customer History, including CSR activity on account
 - Facilitate Password Reset
- **User Permissions** – The Biller Portal includes a table of permissions for each individual User, determined by the Biller’s System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- **Maintenance Window** – InvoiceCloud provides the option to create maintenance windows, which are time spans in which users are not allowed to process transactions. If a payment attempt is made during an active maintenance window, the user will be redirected to a page with a message that the system is undergoing maintenance. Biller Portal users with sufficient permissions can manage maintenance window timing and messages as needed. This includes an option to apply a maintenance window to all customer-facing pages, when you need to go further than blocking new payment attempts and restrict all customer access to InvoiceCloud (bill search, login, browsing) during the time span provided. Two types of maintenance windows can be enabled:
 - **Daily Maintenance Window** – a recurring maintenance window that runs daily during a provided time span (from HH:MM to HH:MM).
 - **Scheduled Maintenance Window** – a continuous maintenance window that runs during a provided date range with start and end times (from DD/MM/YYYY at HH:MM to DD/MM/YYYY at HH:MM).

5. Reporting

The reports listed below are standard in the Biller Portal. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email with a CSV file download. Available reporting may vary, depending on your billing system integration method (batch vs real-time) or portal delivery method (InvoiceCloud direct vs Single Sign-On).

- Please note that by selecting “All Rows” in a report, the user can schedule it for email delivery.
- User can customize the report name and frequency.
- Multiple email addresses can be added to receive reports.
- All reports can be exported to Excel.

General Reports:

- Search Customers
- Search Files:
 - Adjustment Files
 - Invoice Files
 - Payment Files
- Search Payments
- AutoPay
- Customers:
 - Customer Conveyance
 - Data Pump History
 - Expiring Cards
 - Pay by Text Registrations
- Donations:
 - Donors Report
 - Donation Summary
- Email:
 - Email Change
 - Email Do Not Send List
 - Email Notification Summary
 - Email Statistics
 - Email Tracking
- Invoices: Total Outstanding Invoices
- Paperless:
 - Paperless Billing
 - Paperless Bounce
 - Paperless Registration History
 - Paperless
- Payments:
 - Daily Payments Received
 - Monthly Summary
 - Recurring Scheduled Payments
 - Registration
 - View Scheduled Payments

Custom Scheduled Reports:

- Active Customers
- Email Click Through from Current Month
- Email Click through from Last Month
- Inactive Customers
- Outstanding Invoices
- Paperless Customers with Address
- Paperless Customers Email Address
- Payment Details from last Month
- Payment Details from Yesterday

Reconciliation Reports:

- Batch:
 - Open Batch
 - Settled Batch History

- Chargebacks
- Deposit Reconciliation
- Payment Reconciliation
- EFT/ACH Rejects
- EFT/ACH Support: EFT/ACH Reject Codes

Product Reports:

- Cloud Store:
 - Biller Summary
 - Consumer Summary
 - Detail Export
 - Payment Summary
 - Transaction Detail
- Online Bank Direct
 - Deposits
 - Pending Payments
 - Processed Payments
 - Reconciliation
 - Returned Payments
 - Reversals
 - Unmatched Payments
- Request System
 - Search Requests
 - Open Requests
 - Configuration
- Outbound Campaigns

Reports by Subscription (Email Recipients):

These reports are designed for Biller's individual users or distribution groups, who want to receive updates, whenever the event is triggered.

- ACH Reject
- AutoPay
- Batch Close
- Chase Retrieval Requests
- Cloud Payments Receipts
- Cloud Store Receipts
- Cloud Burst Newsletter
- Daily Management Report
- Data Pump Error Summary
- File Processing
- Month End Billing Invoice
- Online Bank Direct
- Paperless Customer Email Bounce Daily Report
- Request System Notifications
- Service Updates
- Stratus Notifications

6. Payer Email Notifications

The Service provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

7. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) for each project. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

8. [Intentionally Omitted]

9. Success Manager

A Customer Success Manager (CSM) will be assigned to the client during the implementation. The CSM is there to help ensure the Biller receives the maximum value from the platform and has an internal advocate, adoption resource, and point of escalation if/when needed.

10. Biller Training

Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.

- All standard training will be done remotely. Invoice Cloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.
- Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
- Live Training Enrollment is available in the Biller Portal.
- A library of pre-recorded training videos are also available in the Biller Portal.

11. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters

- Business card sized take-away cards with QR code
- Local cable/TV station announcement

12. IVR

CloudIVRConnect allows Billers to accept payments via our interactive voice response system, offering payers 24-hour access to account balance and payment options.

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Additional languages may be scoped upon request
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card, debit card, or e-check (ACH)
- Replays information with Invoice Cloud generated confirmation #
- On Demand SMS URL, Cell Phone Number Authentication, Saved Payment Method, and Email confirmation available configuration options.

13. AgentConnect

The IC AgentConnect allows Biller Users (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card, debit card, or e-check (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. Cloud Store™

The IC Cloud Store allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Linked to Biller branded payment portal.
- Can be configured to accept POSPay transactions in the Biller Portal.

15. POSPay

The IC POSPay solution allows Billers to accept point-of-sale (POS) payments from customers using chip cards (EMV), contactless devices (Apple Pay, Google Pay), and RFID-enabled cards (tap-to-pay). POSPay terminals utilize point-to-point encryption (P2PE) for secure acceptance, tokenization, and transmission of card data to complete transactions. InvoiceCloud offers both wired terminals (Ethernet) for use at the counter and wireless handhelds (WiFi). POSPay can be integrated in Biller Portal for EBPP and Cloud Store invoice types, or third-party applications using CloudPay v2.

16. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding e-checks

17. Outbound Campaigns

Outbound Campaigns is a multi-modal broadcast platform that allows Biller delivery of automated Voice, SMS, and Email notices. Campaigns can be targeted to notify specific customers using preferred contact methods and configurable messages. Campaigns can be queued for instant delivery or scheduled to be sent out in the future. Whether you're sending out notifications for customer support, emergency alerts or appointment reminders, Outbound Campaigns allows you to contact and keep in touch with customers throughout their entire journey.

This statement of work contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the Biller, as outlined in the Biller Order Form, are included in the delivery of products, services, and payment methods.

**EXHIBIT B
FEE SCHEDULE**

Biller Certifications:

- A. Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to Biller's checking/deposit account(s) designated above at the depository financial institution(s) named above and to debit/credit the same such account(s). Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in its account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. Biller agrees that: (1) all information and documents submitted in connection with Biller Order Form are true and complete; (2) it authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (3) if Biller's order includes kiosks, then the terms and conditions of the Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed to by Biller and incorporated herein by this reference; (4) in the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the individual payer's plan with their mobile phone carrier. Payers can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.



Biller Order Form

SALES INFORMATION			
IC Sales Rep	Carlyn Altheide	Vertical	Local Gov (Util, Tax, Misc)
Order Date	5/8/2023	Billing Software	Harris - Advanced

BILLER INFORMATION			
Ownership Type	Government	Phone	(480) 782-2250 Fax
Legal Name	City of Chandler	Website URL	www.chandleraz.gov
Address 1	175 S Arizona Ave	Bus. Open Date	1920
Address 2		Federal Tax ID	86-6000238
City	Chandler	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	AZ	ZIP	85225

BILLER CONTACT	
Primary Contact Name	Christina Pryor
Phone	(480) 782-2403
Email Address	christina.pryor@chandleraz.gov

SIGNING AUTHORITY			
Name	Kevin Hartke	Title	Mayor
Phone	480-782-2200	Fax	
		Email Address	

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
Note: Must include voided business check or bank letter for each unique account	
Billing Method	Direct Debit
Routing #	
	Last 4 Acct #

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$5.00
Invoicing - Outbound Campaigns - Email	Per Transaction	Fixed (\$)	\$0.04
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$5.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$25.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$25.00
Biller Portal Access Fee	Monthly	Fixed (\$)	\$2500.00
Invoicing - Outbound Campaigns - Text	Per Transaction	Fixed (\$)	\$0.05
Invoicing - Outbound Campaigns - Call	Per Transaction	Fixed (\$)	\$0.05
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.00

PayPal Brands - Chargeback Fee (PayPal Brands)		Per Transaction	Fixed (\$)	\$25.00
HARDWARE				
Card Reader Type	EMV	Quantity	Cost per Reader	\$30.00
Card Reader	PAX A80		Billing Interval	Monthly
Shipping Address (if different than location address)				
DATA RETENTION				
Months to Keep	24	*Additional Fees apply if greater than 24 months		
IMPLEMENTATION CHARGES				
Description	Interval	Cost		
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)		
NOTES/SPECIAL HANDLING				
<p>EMV devices will be ordered for each Department upon request. IC will produce an Add-On BOF for each Department requiring authorized City signatory.</p> <p>Billor Portal Access Fee: The rate is \$2500/month with unlimited biller users and paperless billing, as in the original contract and current amendment #3.</p>				

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C's (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) in the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

July 28, 2023

Accepted by Biller:

X *Kevin Hartke*

Corporate Officer/Authorized Official

Kevin Hartke

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X *Kevin W. O'Brien*

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

Approved as to Form:

Daniel L Brown for

City Attorney

DLB

Attest:

Dana R. DeLong

City Clerk





Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
86600	86600	86600	86600	86600	86600	86600	86600	86600	86600	86600	86600

Avg CC Transaction \$	120.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	86600
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PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [Outbound Campaigns] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	
IVR	All Payment Methods		\$0.40	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Police Department	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

Avg CC Transaction \$	170.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1000
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
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SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits II OTC	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
610	610	610	610	610	610	610	610	610	610	610	610

Avg CC Transaction \$	635.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	610
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Fire Prevention	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
36	36	36	36	36	36	36	36	36	36	36	36

Avg CC Transaction \$	105.00	Max Invoice \$	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	36
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Police Cadet	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	6	6	6	6	6	6	6	6	6	6

Avg CC Transaction \$	437.00	Max Invoice \$	1,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	6
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	50,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Passport Fees	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
115	115	115	115	115	115	115	115	115	115	115	115

Avg CC Transaction \$	25.00	Max Invoice \$	500.00	Bill Frequency	Monthly	Avg. Bills Per Month	115
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits II OTC	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
610	610	610	610	610	610	610	610	610	610	610	610

Avg CC Transaction \$	635.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	610
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Business Registration and Licensing Renewal	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	500	0	0	11000	0	0

Avg CC Transaction \$	200.00	Max Invoice \$	125,000.00	Bill Frequency	Semi-Annually	Avg. Bills Per Month	958
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PRODUCTS AND SERVICES

Products and Services [Cloud Pay] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	

TRANSACTIONAL PRICING EXCEPTIONS**SERVICE FEES (Paid by Payer)**

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING



Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Fire Operations	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	1	1	1	1	1	1	1	1	1	1

Avg CC Transaction \$	8,718.00	Max Invoice \$	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$0.55	
All Payment Sources	ACH/EFT		\$0.45	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Airport Leases and Permits	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
40	40	40	40	40	40	40	40	40	40	40	40

Avg CC Transaction \$	59.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	40
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Accounts Receivables Misc Reports	Pricing Model	Submitter	
Billers Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	100	100	100	100	100	100	100	100	100	100	100

Avg CC Transaction \$	300.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	100
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Misc	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	10	10	10	10	10	10	10	10	10	10	10

Avg CC Transaction \$	16.00	Max Invoice \$	500.00	Bill Frequency	Monthly	Avg. Bills Per Month	10
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PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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EXHIBIT C

SERVICE LEVEL REQUIREMENTS

Invoice Cloud (“we”) understand that service interruptions hinder Biller (“your” or “you”) ability to process payments. We set a high bar for uptime.

1. The Basics

- Invoice Cloud’s Service Level Agreement (SLA) commits to a 99.9% monthly uptime.
- Invoice Cloud uses consistent maintenance windows whenever possible, but at times may need to make emergency changes for security and other reasons.
- Client Services is available during extended business hours and will also respond 24 x 7 in the event of a Critical Severity Incident.

Reliability. Invoice Cloud’s track record speaks for itself: Invoice Cloud has consistently achieved a 99.9+% application uptime. Redundancy is built in across layers of the stack including but not limited to servers, storage, firewalls, web application firewalls, load balancers and networking components. This includes geographic redundancy between Microsoft Azure’s East Coast and West Coast zones.

2. The Details

Service Level Agreements are often full of confusing language that is difficult to decipher and obscures what the provider actually promises to do. We strive to make this simpler.

Uptime. Invoice Cloud measures Monthly Uptime as the number of minutes per month when the Invoice Cloud customer portal is available, as calculated below. Our multiple monitoring tools monitor our infrastructure 24 x 7. If there is an issue, our automated monitoring systems alert our technical staff.

Here are some situations that will not be counted toward Downtime (“Excluded Downtime”):

- “Scheduled Downtime” to complete maintenance including system upgrades and updates.
- Issues related to integrations you’ve configured and their configuration or performance.
- Issues stemming from payment processors, and other third parties such as Paya and Chase and other issues that are beyond Invoice Cloud’s control, and issues stemming from Azure and any cloud provider.
- Network problems which are beyond our control such as your internet connection, firewall, or routing configurations preventing data from flowing to or from Invoice Cloud or bad routing tables between your ISP and our servers.
- Issues related to the performance of your billing system, print vendor, etc. that are outside Invoice Cloud’s control and management.
- “Force majeure” – events or circumstances beyond our reasonable control (such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, denial of service attack, or

ISP failure or delay).

Uptime. “Monthly Uptime” is the percentage of total minutes in a month when Invoice Cloud Service was available to you. This is calculated by dividing the number of uptime minutes in the month (all uptime minutes plus Excluded Downtime as defined above) by the total number of minutes in that month. “Downtime” is the time where Invoice Cloud Service is not available excluding any Excluded Downtime.

Scheduled Downtime. Invoice Cloud may occasionally need to perform maintenance to ensure a high level of security and reliability, or install major system upgrades. To keep things simple and least impactful to you, we strive to schedule maintenance on the last Sunday of each month, between 5 am – 8 am Eastern Time. Invoice Cloud does not typically use every maintenance window, and in many cases, the impact to system availability is less than the allotted three hours. Invoice Cloud will update and publish the Scheduled Downtime schedule at the beginning of each calendar year for the following 12 months.

If we need to perform maintenance outside the monthly window, we will notify you at least two (2) business days in advance via the email address provided in Biller’s Invoice Cloud account. In circumstances where we need to perform unscheduled maintenance for critical reasons, e.g., an emergency security change, Invoice Cloud will notify Biller as soon as reasonably possible under the circumstances via the email address provided in Biller’s Invoice Cloud account.

Service Credit Calculation: In the event that Monthly Uptime (excluding any Excluded Downtime) is less than the percentages set forth below, measured within a calendar month, then the Biller will be entitled to a credit against below referenced transaction fees paid by Biller for such month as provided in the table below, as the Biller’s sole and exclusive remedy for lack of Uptime, downtime, availability or outages, as follows:

Monthly Uptime (excluding any Excluded Downtime) in a Calendar Month	Credit
>/=99.75% and < 99.90%	1% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*
>/= 99.50% and < 99.75%	3% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*
< 99.50%	5% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*

* Credits specifically exclude any Biller paid Network Fees associated with Credit/Debit/PayPal and ACH/EFT transactions.

During Biller’s regularly scheduled quarterly meeting with their assigned Invoice Cloud Customer Service Manager (CSM), Biller and the CSM shall review Invoice Cloud’s performance against the service levels hereunder, including Monthly Uptime and Downtime metrics provided by Invoice Cloud, for those

months that elapsed since the prior quarterly meeting. In the event that Invoice Cloud reports any such Downtime as part of the quarterly meeting review that would entitle Biller to a service credit(s) hereunder, Invoice Cloud shall apply such service credit(s) against the Fees to be charged to Biller in the next scheduled invoice.

3. Support

Invoice Cloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems and assist as needed to enable you to get the most from your partnership with Invoice Cloud and your use of the EBPP platform. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. An answering service will gather relevant information and alert the on-duty Client Service team member who will contact Biller and notify the appropriate internal resources if action is required prior to the next business day. Additionally, prior to going live, Invoice Cloud will provide you with defined escalation procedures and contact information of key Invoice Cloud personnel, including your assigned Customer Success Manager.

Invoice Cloud works to resolve Critical Severity Incidents 24 x 7 x 365. Invoice Cloud supports continuous monitoring of its systems using multiple third-party and internally developed tools and provides an after-hours Client Services emergency number for Billers to report incidents. Billers requiring service after hours must call the emergency number to obtain a timely response. The table below enumerates Invoice Cloud's target acknowledgement times based on severity level. Invoice Cloud makes commercially reasonable efforts to meet or exceed these targets. Invoice Cloud also notifies the Biller proactively via email and when appropriate, Biller Portal banner, when a widespread issue such as a system outage occurs.

Severity	Examples	Time to Acknowledge Business Hours	Time to Acknowledge After Business Hours
Critical	Unavailability of the Invoice Cloud platform that prevents Biller or Biller's customers from completing at least 99% of online payments within a hour.	15 minutes	45 minutes
High	Degraded performance of the Invoice Cloud platform, although Biller and Biller's customers can continue to complete at least 99% of payments online within a hour.	1 hour	1 hour if Biller calls and requests overnight response, otherwise next calendar day
Other	General questions, support requests, troubleshooting, password resets, data pulls,	4 hours or next business day	Next business day

	problems with reports or individual or small subset of accounts, etc.		
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EXHIBIT D SUPPORT SERVICES REQUIREMENTS

1. SUPPORT SERVICES

1.1 Database Support. Contractor will maintain all City data at all times regardless of size of database and database size will not impact system responsiveness. Contractor will not purge any data without City's prior written approval. Notwithstanding the foregoing, Contractor reserves the right to remove and/or delete remaining City data no less than sixty (60) days after termination or expiration of the Agreement except as prohibited by applicable law or in the event of exigent circumstances.

1.2 Test Environment. Contractor will make available to City a test environment that is a reasonable approximation of the production environment, and which may include, as agreed upon by the parties, links and functionality to any test systems needed to test, train or validate upgrades, and/or bug fixes, but which in no case will include any user passwords, payment/wallet information, actual transaction or processing data, or any other sensitive information from the production environment as such is determined by Contractor in its reasonable discretion.

1.3 Third Party Software Versions. Contractor will support the current version of major browsers (i.e., Chrome, MS Edge and Safari). Contractor will maintain an integration with currently-supported (as of the Effective Date hereof) versions of CIS Infinity and other partner integration applications currently supported by Contractor. In the event that the City requires Contractor to upgrade to a new version of CIS Infinity or other such partner integration application supported by Contractor, the Parties shall enter into a separate statement of work or similar writing where mutually agreed upon that sets forth the terms, pricing and project scope associated with such upgrade.

2. PROCEDURES

2.1 Authorized Contacts. Within 30 days of the execution of the Agreement, each Party will provide to the other a list of its authorized contact people. Each Party must give to the other 30 days' prior notice of any proposed changes to the list of authorized contact people.

3. SOFTWARE RELEASES

3.1 Contractor will provide release notes and training for new features. Contractor will provide City access to releases that are issued by Contractor during the term of the Agreement. With respect to Contractor's monthly releases, Contractor shall: (1) perform testing in advance of such release to determine any material impact on the Parties' then-current integration(s); and (2) communicate its testing plan to the City as part of the Parties' regularly scheduled working sessions.

4. CONTENT LIBRARY/TRAINING MATERIALS

4.1 During the term of the Agreement, City will have access to Contractor's Content Library and training materials.

5. MONITORING AND REPORTING SERVICES

5.1 During the City's regularly scheduled quarterly meeting with their assigned Contractor Customer Service Manager (CSM), the City and the CSM shall review the following items as part of their meeting agenda:

- Number of support tickets Open, Closed within that quarter
- Number of overall Open tickets and Closed tickets Annually
- Average length ticket is open
- Average length to close a ticket
- Contractor's performance against the service levels set forth in Exhibit C (including Monthly Uptime and Downtime metrics and any resulting service credit(s) owed)

Contractor shall provide the City with a written report containing relevant data corresponding to each of the items listed immediately above no less than three (3) business days prior to the date of the scheduled quarterly meeting. Additionally, no more than once per calendar year upon the City's written request, Contractor agrees to provide the City with a copy of its most recent SOC2 Type 2 report.

EXHIBIT E DISASTER RECOVERY PLAN

Executive Summary:

Current DR Infrastructure

Each tenant subscribing to our application is securely hosted in the Microsoft Azure Cloud. All clients and their customers interact with and reference data from the Microsoft Azure platform. Invoice Cloud does not own or manage any physical hardware in our environment. All physical and virtual datacenter assets and operations are maintained by Microsoft in their East and West Azure regions. Microsoft Azure East is the primary region, and Azure West is the standby. For more information about Microsoft Azure please see <https://azure.microsoft.com/en-us/overview/what-is-azure>

Database architecture

- Client data is isolated in separate databases (DB)
- All database instance data are geographically replicated between Microsoft Azure East and Azure West with a 5 second recovery point objective, and one-hour automatic failover recovery time objective
- Optional: Local zone redundancy in active region for additional resiliency on customers in premium SQL pools
- Point in time backup recovery to any minute in the last 35 days

Storage Architecture

- All storage is locally redundant and replicated geographically to Microsoft Azure West region

Current Compute Architecture

- Virtual server instances are backed up locally every 24 hours
- Virtual server instances are continuously replicated to Microsoft Azure West region

Future DR Infrastructure

Invoice Cloud is currently advancing a project to move to an active-active architecture in Microsoft Azure regions utilizing global load balancing and content delivery with continuous health checks and automated flow of traffic between Azure regions.

Invoice Cloud is also moving to a scalable and resilient Kubernetes based infrastructure that is delivered via Infrastructure as Code to accelerate the delivery of cloud computing resources. The project has been rolled out in early stages to smaller workloads.

Disaster Recovery Plan Outline of Actions and Activities

1. Risk and Impact Assessment
2. Preparation and Risk Mitigation

3. Disaster Recovery and Business Continuity Declaration
4. Functional Team Checklist Validation
5. Actors, Roles, and Responsibilities
 - a. Executive Leadership
 - b. Department Heads
 - c. Disaster Recovery Team
 - d. Vendors/Partners
6. Key Areas of Preparation and Actions
 - a. Contact Center
 - b. Public Relations
 - c. Information Security
 - d. Legal and Compliance
 - e. Emergency messages
 - f. Passwords, license keys, warranty information
 - g. Network Connectivity
 - h. Backups
 - i. Systems Inventory
 - j. Remote Workers
7. Recovery Plan
 - a. Employee and Vendor Notification
 - b. Customer Notification
 - c. Process Restoration and Testing
 - i. Restore critical processes for emergency level
 - ii. Restore key processes
 - iii. Restoring to business-as-usual
 - d. Monitoring and Reporting
 - e. Declaration of restoration levels
8. Damage and Assessment
 - a. Insurance
 - b. Financial BIA
 - c. Recovery Success Evaluation
 - d. Retrospective and Improvement

EXHIBIT F EXIT PLAN

For purposes of this Exit Plan, the following terms shall bear the meanings set out below:

"Replacement Services" means any services which are substantially similar to the Services and which Client or one of its Affiliates procures in substitution for the Services following the termination of this Agreement, whether those services are provided internally and/or by any third party.

"Replacement Supplier" means any third-party service provider of Replacement Services appointed by Client or one of its Affiliates from time to time.

"Termination Assistance Fees" means the charges payable by the Licensee for the Termination Services as shall be set out in the Exit Plan.

"Termination Period" means the period of 12 months (which may be reduced at the Licensee's discretion by giving Licensor 60 days' written notice) commencing on the date of service of any notice of termination of this Agreement.

"Termination Services" means the termination transition services to be provided under the Exit Plan. In addition, Services under this Agreement shall be provided in accordance with the terms of this Agreement during the Termination Period.

1. Provided that Client and its Affiliates are in compliance in all material respects with their obligations under this Agreement, for the Termination Period, Provider shall provide all reasonable and necessary transition assistance to Client and its Affiliates pursuant to the Exit Plan to allow, as chosen by Client, the orderly transfer and replacement of the Services by Client or a Replacement Supplier, or their respective Representatives. Such transition may entail the substitution of Web sites, communication networks, software, servers, and reports, and/or the termination or modification of the Services in whole or in part. Provider and Client shall cooperate with each other in the mutual production of the Exit Plan in accordance with this Schedule with a view to completing the Exit Plan in a timely manner.
2. As soon as reasonably practicable after any notice of termination is served in accordance with this Agreement, the Parties shall:
 - (a) Agree upon a date (which shall be no later than 14 calendar days after the date of such meeting) for the joint production and circulation of a first draft of the Exit Plan; and
 - (b) Appoint a senior management individual of each of the Parties, each of whom shall act as a point of contact for the Termination Period and to deal with all matters relating to termination of both the Services and/or any license relating to the Licensed Materials granted under this Agreement.
3. The Exit Plan shall:
 - (a) Address the scope of the Termination Services, Termination Assistance Fees, adequacy of the Replacement Supplier's data security and privacy and control measures and processes in place and the service levels applying to the Termination Services. Unless otherwise agreed by the parties, each party shall continue to meet its respective obligations under this Agreement during the Termination Period. Provider acknowledges that it is important to Client to effect an orderly transition in-house or to a Replacement Supplier of the Replacement Services and, in this respect, it is also important that there is no degradation in the provision of the Services. All Termination Assistance Fees shall be chargeable as stated in the Exit Plan; and
 - (b) Describe more particularly the process by which the parties shall return or cease to use each other's Confidential Information; and
 - (c) Address the project management of the Termination Services and identify relevant individuals who shall manage the provision and implementation of the Termination Services.

4. Upon request by Client during the Termination Period, Provider shall provide to Client any reasonable documentation describing, subject to the confidentiality provisions in the current agreement, for internal use of the Client (and not any other supplier), explaining or which would otherwise assist Client in inviting third party service providers to supply the same or similar software and/or services (or any part of the same) and negotiating alternate arrangements with those third parties with regard to the provision of Replacement Services. Any such provision shall be made subject to reasonable licensing and/or confidentiality obligations which shall be agreed by the parties.
5. Provider shall provide or make available to Client detailed information, data, and records reasonably necessary for the provision of services similar to the Services and/or any software which may be used by Client or a Replacement Provider in lieu of the Software post termination of this Agreement. Any such availability shall be made subject to reasonable licensing or confidentiality obligations which are in the current agreement or otherwise as such shall be agreed by the parties.
6. The Parties shall agree any other reasonably necessary provisions to facilitate a smooth and orderly transition from Provider to Client or the Client's nominated Replacement Supplier.

Notes

All schedules referred to in this form must be drafted by the user and are not supplied.

**EXHIBIT G
INSURANCE REQUIREMENTS**

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, , personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	\$4,000,000
Each Occurrence	\$2,000,000

The limits set forth immediately above may be satisfied through any combination of primary insurance and umbrella liability insurance. The City of Chandler must be included as an additional insured.

The policy may not exclude the explosion/collapse/underground (“xcu”) hazard.

2. Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)

In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts under \$500,000 minimum limits:

Per Claim	\$3,000,000
Aggregate	\$3,000,000

For Service Contracts over \$500,001 minimum limits:

Per Claim	\$5,000,000
Aggregate	\$5,000,000

The policy shall maintain insurance for covered acts, errors or omissions related to the services defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that

either continuous coverage will be maintained, for an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If necessary to meet this 3-year post-Agreement termination requirement, Contractor will purchase tail coverage, if commercially and reasonably available. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage, per the policy terms and conditions, for the following risks:

- 3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- 3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
- 3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
- 3.4 Additional Requirements: The policy shall provide a waiver of subrogation as follows or substantially similar to the following: if, prior to a claim being made, Contractor has waived its rights to recovery against a person or entity in any written contract or agreement, then the insurer will waive its rights to subrogation against such person or entity to the same extent as Contractor's waiver. If requested by City, Contractor shall provide a copy of the waiver of subrogation endorsement or policy wording where Contractor has waived its rights to recovery.

B. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Contractor's Commercial General Liability and Umbrella Liability insurance coverage must be or follow underlying primary insurance and non-contributory insurance with respect to the obligations that Contractor has undertaken under this Agreement. The Commercial General Liability and Umbrella Liability insurance must contain, or follow underlying insurance with, a severability of interest or separation of insureds clause. The Commercial General Liability, Umbrella Liability Tech E&O/Network Security & Privacy Liability and Worker's Compensation policies shall provide, or follow underlying insurance with, a waiver of subrogation where required by written contract.

C. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Agreement, Contractor must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day

notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

- D. Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

- E. Verification of Coverage:** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. Contractor shall provide updated certificates of insurance and herein-required endorsements or policy wording annually.

- F. Approval:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final, but not unreasonably withheld. Such action will not require a formal contract amendment but may be made by administrative action.

EXHIBIT H BILLER AGREEMENT

1. License Grant & Restrictions. Subject to execution by Biller of the Software as a Service Agreement incorporating this Biller Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Software as a Service Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Except as authorized in the parties' Agreement, Biller may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Invoice Cloud shall: (i) bear no responsibility or liability for the accuracy, quality, integrity, legality or reliability of Customer Data provided by Biller to Invoice Cloud, *except where* Invoice Cloud makes modifications to such Customer Data without Biller's approval; or (ii) not be responsible for obtaining the intellectual property rights to use and process Customer Data provided to Invoice Cloud by Biller, nor will Invoice Cloud be liable for failing to obtain such intellectual property rights. In the event the Software as a Service Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of the Software as a Service Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under

“Data Retention”, and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances or as otherwise agreed to by the Parties.

4. Intellectual Property Ownership. Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

5. [Intentionally Omitted].

6. Effect of Termination. Upon any termination or expiration of the Software as a Service Agreement, Biller shall thereafter only be granted “read-only” access to its account for a period of sixty (60) days for the purpose of accessing and extracting (as needed) Biller and Customer Data. Upon expiration of the 60-day period, Biller’s password and account access will be fully disabled.

7. Invoice Cloud Responsibilities. Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud’s processing systems.

8. Limited Warranty. EXCEPT AS EXPLICITLY SET FORTH IN THE SOFTWARE AS A SERVICE AGREEMENT, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller’s Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into the Software as a Service Agreement. Biller will endeavor to obtain consent from Biller’s customers and payers to receive notifications and invoices from Invoice Cloud. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery

and Reinvestment Act of 2009 (“ARRA”), during the performance under the Software as a Service Agreement, it will endeavor to comply with all such law, regulations and rules related thereto.

Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

11. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

12. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

13. Beta Products. In the event that there is any functionality labelled “Beta” on the Biller Order Form, such functionality is provided “AS IS” WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD’S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

14. General.

All rights and obligations of the parties in Sections 4 and 13 of this Biller Agreement shall survive termination of the Software as a Service Agreement. Additional terms and conditions and definitions (“Biller Terms and Conditions”) applicable to this Biller Agreement and the Biller Order Form (Exhibit B) are attached hereto as Exhibit I and are agreed to by Invoice Cloud and Biller.

EXHIBIT I BILLER TERMS AND CONDITIONS

1. Definitions.

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service; "Customer" shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components

and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or "we" means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"IVR" means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

"Network" is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, 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 clearinghouse over which any electronic check processing Transactions may be processed;

"Network Fees" means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, ACH and check processors;

"Network Liabilities" means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller's actions, omissions, , Transactions or Chargebacks, including without limitation, Biller's failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

"Payment Instrument Transaction(s)" or "Transaction(s)" means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). "Payment Instrument Transaction(s)" or

"Transaction(s)" 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 or card association rules which is submitted to a processor to initiate or evidence a Transaction;

"Payment Processing Agreements" means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

"Payment Methods" means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

2. Biller's Responsibilities.

- (a) Biller is responsible for the activity solely related to Biller's account(s) and shall endeavor to abide by all applicable laws and regulations as well as card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately in writing of any unauthorized use of any password or account or any other known or suspected breach of security of which Biller is aware; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or reasonably suspected to be unauthorized by Biller or Customers; and (iii) not knowingly impersonate another Invoice Cloud user or knowingly provide false identity information to gain access to or use the Service. Biller shall not: (i) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iii) knowingly attempt to gain unauthorized access to the

Service or its related systems or networks; (iv) knowingly license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (v) knowingly modify or make derivative works based upon the Service; (vi) knowingly recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (vii) knowingly reverse engineer or access the Service; or (viii) knowingly copy any features, functions or graphics of the Service.

- (b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). Biller will authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from Biller in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.
- (c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with Biller's sale Transactions. The sum of amounts due from Biller or debited from the Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments, will be debited via ACH directly from the Biller Bank Account. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) subject to prior written notice debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, and (v) pursue any remedies Invoice Cloud may have at law or in equity.
- (d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering

inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.

- (e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller will endeavor to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller will endeavor to update this information within 30 days of when Biller is aware of any change to it.
- (f) Biller will endeavor to ensure that it maintains a fair policy in compliance with applicable laws, regulations, and all Network rules with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller will endeavor to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return or cancellation policy for the transactions underlying the Payment Instrument Transactions must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud, Transactions reflecting such refund/adjustment within 5 business days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Invoice Cloud may inquire if individual users, when they initially log in, wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. Invoice Cloud must provide a conspicuous method for individual users to opt out of receiving such communications at that time or at any subsequent time by changing their preference at <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

- (g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants to the extent that Biller can be or is reasonably aware under industry standards and norms that:
 - (1) The Transactions represent payment or refund of payment, for a bona fide transaction.
 - (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.

- (3) The Transactions do not knowingly involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.
- (4) The Transactions do not knowingly include a material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not knowingly subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor has Biller or its employees accepted payment for effecting credits to a Customer.
- (7) Biller has not knowingly made a representation or agreement for the issuance of refunds that is not consistent with Biller's return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, Biller will endeavor to prepare a separate Transaction record for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not knowingly submitted any Transaction that it knows or reasonably should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants to the extent

that Biller is reasonably aware Biller has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will endeavor to comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the “Service” under the Biller Agreement.

(i) **American Express Compliance (this Section only applies if Biller accepts American Express as a Payment Method).**

(1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

(2) **Processing Restrictions.** Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

(3) **Third Party Beneficiary Rights.**

- Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the “Agreement”) between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
- Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

(4) **American Express Limitation of Liability.** BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3. Chargebacks, Fees, Reserve Account, Etc. If Biller incurs more than twenty (20) Chargebacks in a given calendar month, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any

party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

4. [Intentionally Omitted]

5. Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

- a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its

customers, and/or any third party. Service on a defective product may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

- b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonability prompt fashion.

- c. EXCEPT AS PROVIDED IN THIS SECTION 5, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN “AS IS” BASIS.
- d. Responsibilities of Biller. Biller is responsible for providing Invoice Cloud with a static IP address or a specific range of static IP addresses. Biller is responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud (“Biller Transmitted Information”). As set forth in this Agreement, each party is responsible for adopting, implementing, and maintaining its own respective appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data. Biller is responsible

for protecting the confidentiality of any information stored on Biller's servers and using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

- e. Network Security. Each party shall be solely responsible for ensuring that its respective authorized employees and contractors are not security risks. Upon written request from the other party, each party will promptly provide the requesting party with any information reasonably necessary for the requesting party to evaluate security issues and/or concerns relating to any party's employees and/or contractors. Each party will be solely responsible for the selection, implementation, and maintenance of its own respective security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.
- f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) subject to reasonable wear and tear, and casualty. Biller will endeavor to use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense. Provided; however, Invoice Cloud will repair or replace the device, as necessary, at Invoice Cloud's sole expense if the device is defective in any way not due to damage or other harm caused to the device while in Biller's possession or control.
- g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller knowingly sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If Invoice Cloud lawfully recovers possession of any device(s), Invoice Cloud may seek reasonable expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees, to recover such devices .

6. Kiosks (applicable where kiosks that are provided by Invoice Cloud are designated on the Biller Order Form).

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "Products" and "kiosks" in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

- a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, as related to delivered Products, Biller shall not knowingly (a) copy, distribute, modify, translate, adapt or alter, in part or in whole, the Products in any way or (b) decompile, disassemble or reverse engineer the Products or unbundle the Products from any other product, nor may Biller knowingly seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained in the Products. In addition, Biller may not knowingly produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not knowingly erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.
- b. Manufacturer Limited Warranty. Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer's specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

- c. Term and Effect of Termination. Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts due from Biller to the manufacturer for services or parts procured; and (c) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.
- d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:

- i. Advanced Exchange & Field Service Description
- Phone and Warranty Parts Shipment Support. In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
 - If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
 - Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
 - No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
 - Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.
- ii. Exchange Warranty – Out of Scope Items
- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.

- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of \$125 / hour.
- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is \$175 / hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen

network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion.

e. Responsibilities of Biller.

1. Biller is responsible for providing Invoice Cloud with a static IP address or a specific range of static IP addresses. Biller is responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"). As set forth in this Agreement, each party is responsible for adopting, implementing, and maintaining its own respective appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information. Biller is responsible for protecting the confidentiality of any information stored on Biller's servers, and using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.
2. Each party shall be responsible for ensuring that its respective employees and contractors are not security risks. Biller is responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data in its possession or control are protected against improper access, use, loss, alteration or destruction.
3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) subject to reasonable wear and tear. Biller shall endeavor to use the kiosks at all times in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense. Provided; however, Invoice Cloud will repair or replace the kiosk, as necessary, at Invoice Cloud's sole expense if the device is defective in any way not due to damage or other harm caused to the kiosk while in Biller's possession or control.

- f. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller knowingly sells, assigns or attempts to sell or assign kiosks or any interest therein, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If Invoice Cloud lawfully recovers possession of kiosks, Invoice Cloud may seek

reasonable expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees, to recover such kiosks.

7. Interactive Voice Response Functionality and Outbound Communications (“IVR”)

- a. License. For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller’s internal use only.
 - b. Indemnification. Biller agrees it will not knowingly use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p), and agrees it will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney’s fees and expenses, resulting from Biller’s use of the IVR in violation of applicable law. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney’s fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.
 - c. Legal Compliance. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller’s benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall endeavor to comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall endeavor to abide by all applicable laws, rules, and regulations while implementing or using IVR.
 - d. No Warranty. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED “AS IS”. BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.
- 8. Modification As a Result of a Change In Laws.** These Biller Terms and Conditions may be modified by Invoice Cloud if such modifications directly result from changes in applicable law, regulatory

requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements. Provided; however, any changes or modifications that significantly or materially change or modify the Parties' obligations or duties under the Agreement must be agreed to by the Parties by written amendment.

9. California Consumer Privacy Act of 2018

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

- a. Invoice Cloud will not Sell Personal Information.
- b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
- c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
- d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
- f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
- g. Invoice Cloud certifies it understands the prohibitions in this Section 9 and will comply with them.
- h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.