

**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 16-4289-A1**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Paymentus Corporation**, a Delaware corporation ("Contractor"), to be effective for all purposes August 17, 2017.

**WHEREAS**, County and Contractor entered into Agreement No. AGR16-4289 dated December 28, 2015 (the "Agreement") for electronic bill payment services; and

**WHEREAS**, both parties wish to amend the Agreement to increase compensation; and

**WHEREAS**, with no history of customer usage of services, original compensation amount was an estimate; and

**WHEREAS**, County is in a better position to estimate amount of compensation it will take for the remainder of this Agreement term; and

**WHEREAS**, the additional compensation does not change terms or an increase in rates; and

**WHEREAS**, the Board of Public Utilities approved this Amendment at a public meeting held on August 16, 2017.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

Delete **SECTION C. COMPENSATION, Sub-section 1. Amount of Compensation**, in its entirety and replace it with the following:

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof. Total compensation shall not exceed NINETY-NINE THOUSAND DOLLARS AND NO 00/100 (\$99,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**By:** \_\_\_\_\_  
**TIMOTHY A. GLASCO, P.E.** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**PAYMENTUS CORPORATION, A DELAWARE CORPORATION**

**By:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR16-4289-A1**

Paymentus Service Fee charged to Los Alamos County ("Customer") will be based on the following Absorbed Fee Structure:

The Paymentus service fee will be \$2.25 per \$350.00 increment, or portion thereof, paid for Visa, MasterCard, or Discover Card payments, or \$1.25 per \$350.00 increment paid for ACH/e-Check payments. The maximum payment amount accepted in one transaction will be \$2,400.00.

The Paymentus Service Fee is based on the MasterCard/Visa Utility Rate Model, Cards that do not qualify under the Utility Rate Model ("Non-Qualified Cards") - generally corporate purchase cards, "incentive", "rebate" or "gift" cards, and other cards not tied to an individual consumer, will result in "non-qualified transactions". An additional 2.95% "Non-Qualified Transaction" fee will apply for such "non-qualified transactions", insofar as such fees exceed 5% of total Transaction Fees charged by Paymentus to Los Alamos County. Paymentus will absorb non-qualified transaction fees up to this 5% threshold.

The table below summarizes this fee structure:

<b>Paymentus Service Fee (Absorbed Fee Model)</b>
<p>Utility Payments</p> <ul style="list-style-type: none"><li>• Average Payment Amount: \$270</li><li>• Maximum Payment Amount shall be \$2,400 (billed based upon each \$350 payment increment).</li></ul> <p>Paymentus Service Fee per qualified utility rate transaction shall be:</p> <ul style="list-style-type: none"><li>• Credit/Debit Card \$2.25 (Visa, MasterCard, Discover Utility Rate Program)</li><li>• ACH/e-Check \$1.25</li></ul> <p>Non-qualified Transaction Fee 2.95% Excess Fee</p>

Paymentus may amend this schedule upon 60 days prior written notice to the Client, only if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card interchange fees or changes in the Average Bill Amount.