



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") 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 with a principal place of business located at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 20277 ("Contractor" or "Paymentus"), (collectively "Parties"), to be effective for all purposes December 14, 2022 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 23-13 ("RFP") on June 2, 2022, requesting proposals for Electronic Payment Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 30, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on December 7, 2022; and

WHEREAS, the County Council approved this Agreement at a public meeting held on December 13 2022; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. **Generally.** Contractor shall provide Electronic Payment Services ("Services") to County to allow County Customers ("Customers") to pay utility bills, donate to the Utilities Assistance Program, or pay for other County-related goods or services, using a credit card and other electronic payment methods, all as more particularly described in Exhibit C to this Services Agreement and defined therein as the "Services"). Services shall be available to Customers through a variety of methods, as described herein, or as may be offered in the future. Attached hereto as Exhibit "C" is a Master Service Agreement ("MSA"). If there is a conflict between the provisions of this Agreement and the MSA, this Agreement controls. County shall grant Contractor exclusive rights for Electronic Payment Services, throughout the term of this Agreement, for those payment types identified in Schedule A to Exhibit C.

2. Software License and Functionality.

- a. Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive and non-transferrable license to: (i) use Contractor's hosted electronic payment Platform-As-A-Service called the Instant Payment Network (or "IPN") solely for County's governmental purposes for the Term of this Agreement in accordance with the Documentation in connection with such use of the IPN.
- b. Contractor provides a limited, revocable, non-exclusive and non-transferable license to the County for an unlimited number of Customers and County users for the Term of this Agreement. Contractor warrants that the IPN will perform the functionality described in Exhibit "C" and that Contractor shall comply with all applicable County Technology Standards as described in Exhibit "B."

3. Payment Methods, Channels, and Types. Contractor's Services shall include, but shall not be limited to, provision of the following electronic payment methods, channels, and types, as may be requested and approved by County, and further described on Schedule A to Exhibit C:

- a. Payment Methods.
 - i. Credit cards, including, but not limited to, Master Card, Visa, Discover, and American Express;
 - ii. Debit Cards, eChecks, and bank account transfers; and
 - iii. Other payment methods offered by Contractor to Customers upon County request and approval, which shall include, but not be limited to, PayPal, PayPal Credit, Amazon Pay, Venmo, Apple Pay, Google Pay, and other types of credit card readers.
- b. Payment Channels. The following are methods of payment options that Contractor shall allow customer payments through, which shall include, but are not limited to the following:
 - i. Web,
 - ii. Mobile,
 - iii. Mobile Wallet,
 - iv. Text,
 - v. Email,
 - vi. Chat,
 - vii. Interactive Voice Response ("IVR"),
 - viii. Call Center,
 - ix. Point of Service ("POS"),
 - x. Kiosk, and
 - xi. Walk-in at Walmart and other retail locations
- c. Payment Types.
 - i. One-Time (immediate),
 - ii. One-time (future-dated),
 - iii. Recurring/AutoPay,
 - iv. Payment Plans,
 - v. Donations,
 - vi. Prepaid,
 - vii. Call Center, and

- viii. Aggregated electronic remittance from other sources, including, but not limited to banks.
- 4. Maximum Payments Accepted in a Single Transaction.** Contractor shall accept a maximum payment in a single transaction as specified in Schedule A, to Exhibit "C," unless otherwise agreed to by both Parties through a written Amendment to Exhibit "C."
- 5. Encrypted Swipe POS Devices.** Contractor shall, upon County request, provide encrypted swipe POS devices at the rates specified in Schedule B Exhibit "C."
- 6. Provision of an Online Customer Payment Portal.** Contractor shall provide an online Customer Payment Portal tool, available to any Customer twenty-four (24) hours per day, three hundred sixty-five (365) days per year, where Customers with direct online access can perform self-service activities, including, but not limited to, the following:
- a. View current and past bill summaries and full bills;
 - b. View previous payments;
 - c. Make single payments;
 - d. Pay multiple bills in a single flow;
 - e. Setup and manage auto payments and future payments;
 - f. Sign up for AutoPay;
 - g. Establish a payment plan;
 - h. Edit and cancel schedule payments;
 - i. Manage personal profile preferences and information;
 - j. Link multiple accounts;
 - k. Manage accounts and paper suppression;
 - l. Establish and manage an online payment eWallet; and
 - m. Opt-in and manage notifications and communications.
- 7. Reports and Payments to County.** Contractor shall:
- a. Provide, at a minimum, a daily electronic data file, available through its website portal, hereafter the "Agent Dashboard," for County to generate and download online, with the specifications provided by the County Project Manager or designee, which shall include each individual payment, utility account, and customer ID to which the payments apply, which County will be able to upload into its Enterprise Resource Planning (ERP) software, Tyler Technologies Munis. The Contractor shall provide a data file compatible with mutually agreed-upon format specifications with the County's Munis system. Upon notification of changes needed in Munis data file format specifications, and mutual agreement between County Project Manager and Contractor on the requested changes, the Contractor shall adjust or modify the daily electronic file as needed.
 - b. Instruct the County's designated Payment Processor (also referred to as "Paymentus Authorized Processor") to deposit one hundred percent (100%) of the amount of the payments received from Customers into the County's bank account(s), as specified by County Project Manager or designee, within at least two (2) business days after receipt of payments.
 - c. Provide an "Agent Dashboard" through which County personnel can be given access to review Customer payment information and generate and download standard and ad hoc reports. The number of County personnel who can be given access to the Agent Dashboard shall not be limited by Contractor, and all access and permissions shall be assigned based on legitimate business need, as determined by County Project Manager or designee, using role- and permission-

based controls. The Agent Dashboard shall, at a minimum, give authorized County users the ability to perform the following tasks:

- i. View payments in real time;
- ii. Transact customer payments;
- iii. Cancel payments in real time;
- iv. Suspend and block payment methods;
- v. Manage digital disbursements;
- vi. View billing statements;
- vii. Suppress paper for customers;
- viii. View and access reports;
- ix. Download reports to Excel or CSV;
- x. Create and manage a variety of customer messages;
- xi. Open and track the status of a case;
- xii. View and track payment metrics;
- xiii. Control access permissions;
- xiv. Manage files; and
- xv. Analyze data.

8. Compliance with Laws and Industry Standards.

- a. Contractor shall comply with all applicable local, state, and federal laws regulating Electronic Payment Services.
- b. Contractor shall, throughout the Term of this Agreement, provide a secure system for receiving, storing, processing or otherwise working with information provided by County and its Customers utilizing Contractor's Services, and shall agree to fully comply with all applicable local, state, and federal law regulating electronic payment data security standards and requirements, which include, but are not limited to, the National Automated Clearing House Association ("NACHA"), Payment Card Industry Data Security Standards ("PCI DSS"), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), the Sarbanes-Oxley Act ("SOX"), and the Gramm-Leach-Bliley Act ("GLBA").
- c. Contractor shall, upon execution of this Agreement, and whenever requested by County throughout the Term of this Agreement, provide to County proof of NACHA and PCI DSS compliance, which may include, but is not limited to, the most current version of the PCI DSS Attestation of Compliance for Onsite Assessments for Service Providers and a Service Organization Control ("SOC") Type II report which will evidence that Contractor's system is secure, and provides proper encryption of account numbers. Contractor shall, upon County request, provide within ten (10) business days, any requested information necessary for the County to certify that the Contractor's system is secure, meets current PCI DSS and NACHA standards, provides proper encryption of account numbers, and that County Customer data is protected.
- d. If Contractor's system is determined by County to be unsecure or out of compliance with current applicable security standards based on the above-referenced reports, and upon acknowledgement of non-compliance by Contractor, Contractor shall provide to County within ten (10) business days of written notification by County, a written plan to timely address any findings of non-compliance with security standards. Non-compliance with applicable PCI DSS, NACHA shall be deemed a material breach as defined in Exhibit C.

9. Data Ownership and Records.

- a. **Data Ownership.** All data provided to Contractor by County is and remains the property of County. Except as required by law, regulators, auditors or as required to comply with its own document retention policies, Contractor shall not lease, sell, or otherwise provide to any third-party County Customer records, County data, or any documents or materials developed by Contractor in the performance of Services of this Agreement without written authorization from County. At the end of the Term of this Agreement or termination, Contractor shall return all records, data, and amounts then in its possession as related to the Services provided in this Agreement, unless such data is required by Contractor for federal or state banking laws and regulations or to be retained in accordance with Contractor's own document retention policies. The Parties shall retain such data in conformance with the longest retention requirements of either Party.
- b. **Records.**
 - i. Contractor shall maintain complete and accurate records of Electronic Payment transactions in accordance with accepted industry accounting practices and this Agreement, and shall maintain records in a secure location, whether electronically or physical, to prevent disclosure or destruction.
 - ii. Contractor shall maintain all records in accordance with the most restrictive requirements of any County, state and federal requirements, where applicable. Contractor shall retain all such records and statements pertaining to Electronic Payment Services for County for a period of no less than three (3) years from the close of each year's operation. Upon termination of the Agreement, Contractor shall provide all Contractor's retained County data to County in MS Excel or CSV format within (30) business days. Contractor and County will mutually agree upon the specific details to be provided within the file. Contractor shall then ensure destruction or secure archiving and storage of any remaining County data in its system.
 - iii. Contractor shall cooperate with County representatives and County representatives shall be granted access to audit books, documents, papers and records pertaining to the Services provided that (i) County provides Contractor with thirty (30) days advance written notice, (ii) the audit does not occur more than one time annually, (iii) County conducts the audit in a manner that is non-disruptive to Contractor's business during reasonable business hours and (iv) in compliance with Contractor's security policies and procedures.
 - iv. Contractor understands that County is a public body and subject to State of New Mexico public records requirements. Contractor shall timely provide to County all records it may have in its possession for responding to public records request. If a request for information is made to County under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Contractor, this Agreement or other information provided to County before and after the Effective Date in connection with or pursuant to this Agreement, County shall (i) promptly provide Contractor written notice of (email shall suffice) such request (along with a copy of the request) so that Contractor may seek, at Contractor's sole expense, a protective order or other appropriate remedy to protect the requested

information to the extent legally permitted and (ii) provide reasonable cooperation (at Contractors' request and sole expense, including but not limited to County's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Customer Service and Technical Support.

- a. Contractor shall provide customer service and technical support to County staff twenty-four (24) hours a day, three hundred sixty-five (365) days per year via phone, email or online case submission through the Contractor's Agent Dashboard. Contractor shall review each request in accordance with the Service Levels set forth on Exhibit D attached hereto and incorporated herein by reference, and shall assign each request a case number for tracking purposes.
- b. Contractor shall provide customer service and technical support to Customers via a dedicated toll-free number and email. Current scheduled hours are 7:00 a.m. – 11:00 p.m. Central Time, Monday through Friday, and 7:00 a.m. – 4:00 p.m. Central Time, Saturday and Sunday. Contractor shall maintain call centers and operations within the continental United States. For hosted or cloud-based services offered by Contractor, data centers of cloud service providers shall be located within the United States, as required by Exhibit "B," County Technology Standards, as may be amended, attached hereto as Exhibit "B."

11. Client Adoption Success Team ("CAST"). Contractor shall provide, upon County request and at no additional charge, assistance with incentive programs, market research and communications, best practices for driving user adoption, and providing support in the form of marketing materials, promotional campaigns, and incentive ideas to reach Customers and improve engagements. County reserves the right to approve all marketing materials developed by Contractor in the performance of this Agreement, to approve the inclusion of any third-party information in County's marketing materials, and use of County's marketing materials by any third-parties.

12. Future or Optional Services or Functionality.

- a. Contractor, as part of the Service, may provide, throughout the Term of this Agreement, future or optional tools, features, services, methods of electronic payments, and updates, upgrades, or enhancements to the Paymentus platform not specifically named herein, at no additional cost to County or at the applicable rates specified in Schedule A to Exhibit C.
- b. Contractor shall deploy new releases with release notes identifying the changes included for release. New features that are created and applicable to the County implementation shall also be available to County. Some features may be optional and require additional implementation, to be mutually agreed upon between the Parties. The release of new features shall be available to County in a client test environment
- c. County-requested updates, upgrades, or enhancements to the Paymentus platform shall be submitted to Contractor, throughout the Term of this Agreement, through written request, which shall be reviewed and assessed by Contractor, and upon mutual written agreement of both Parties of a Statement of Work, shall be implemented in accordance with the agreed-upon terms and schedule specified in the Statement of Work.
- d. County-requested and mutually agreed-upon future or optional services or functionality that require additional Contractor implementation or customization services, throughout the Term of this Agreement, may be provided to County at a

cost to County as set forth in the resulting Statement of Work, implementation or customization service fees, to be approved by County prior to providing Services, in an amount not to exceed fees specified in Schedule B to Exhibit C.

13. County Responsibilities.

- a. County shall follow all necessary rules and regulations of different card associations, including the chargeback rules.
- b. County shall make Contractor's Services available to its Customers through different means of Customer communication including: (1) through bills, invoices and other notices; (2) by providing IVR and Web payment details on County's website including a "Pay Now" or similar link on a prominent place on County's general website; (3) by adding an option for this payment through County's general IVR/Phone system; and (4) other channels deemed necessary by County from time to time.

SECTION B. TERM: The Term of this Agreement shall commence December 14, 2022, and shall continue through December 13, 2029 unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) ("Budget Amount") which amount does not include applicable New Mexico gross receipts taxes (NMGRT). Compensation shall be paid in accordance with the rate schedule set out in Schedule A, B and C to Exhibit "C," attached hereto and made a part hereof for all purposes. The Parties understand that unforeseen increased use by County and Customers of Contractor's Services, as specified herein, may result in the need to amend the not-to-exceed compensation amount specified herein. The Parties agree that they will work in good faith to amend the not-to-exceed compensation amount, if applicable or as may be authorized, to accommodate the additional use of Services. Such changes that increase the not-to-exceed compensation amounts provided herein, must be approved and authorized by an Amendment to this Agreement, which must be approved by the Board of Public Utilities and County Council.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the Term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, and provided to County during standard course of business including material, reports, policies, files, and any other products and processes, whether in written or electronic form, shall inure to the benefit of County; Contractor shall not use, sell, disclose, or obtain any other compensation for such materials.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the Term of this Agreement. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. A Certificate of Insurance evidencing the required coverages will be issued to County promptly following execution of this Agreement. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** With a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a ONE MILLION DOLLAR (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of

this contract, against any and all claims which may arise from the contractor's negligent performance of work described herein.

- 5. Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the Term of this Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION J. RECORDS: Contractor shall maintain, throughout the Term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County in accordance with Section A.9(b) above.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations and shall perform the Services in accordance with all applicable laws, and regulations during the Term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the Term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N: VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in Federal Court located in the First Judicial Circuit of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial Circuit of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. INDEMNITY:

Contractor Indemnification

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

County Indemnification

To the fullest extent permitted by law County agrees to defend, hold harmless and indemnify Contractor and its directors, officers, and employees (collectively, the "Contractor Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Contractor Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of County and its Users. However, County shall not be responsible for any damages or claims, which may be initiated by third parties, is based on problems or errors with the Services provided by Contractor.

SECTION Q. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Utilities Manager.

SECTION R. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the Term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION S. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION T. TERMINATION:

1. **Generally.** The County may terminate this Agreement with cause as defined by material breach in Exhibit C upon sixty (60) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION U. NOTICE: Any notices required under this Agreement shall be made in writing, and sent via National Courier Service or by Registered Mail, Return Receipt Requested, and shall be deemed given upon receipt:

County:

Project Manager, Deputy Utilities Manager
for Finance and Administration
Incorporated County of Los Alamos
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

Contractor:

Attention: Chief Executive Officer
Paymentus Corporation
11605 N. Community House Road, Suite 300
Charlotte, North Carolina 28277

With a copy to the same address, Attention: Legal Department

SECTION V. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence, but the terms of Exhibit C shall be considered as if they were fully set forth herein.

SECTION W. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION X. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Y. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION Z. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AA. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AB. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the Term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "A." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement 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: _____
PHILO S. SHELTON III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

PAYMENTUS CORPORATION, A DELAWARE CORPORATION

BY: _____
JERRY PORTOCALIS **DATE**
CHIEF COMMERCIAL OFFICER

Exhibit "A"
Confidential Information Disclosure Statement
AGR23-13

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: John Tyson
Legal and Compliance
11605 N. Community House Road
Suite 300 Charlotte, NC 28277
Email: jtyson@paymentus.com

County: Deputy Utility Manager for Finance and Administration
Department of Public Utilities
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Affiliates - Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient relating to: (i) the technology, products and services of the Disclosing Party or its Affiliates, including without limitation, technical data, trade secrets, know-how, research, ideas or concepts, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, designs, schematics, drawings, engineering and hardware configuration information and (ii) information relating to the operations and business or financial plans and strategies of Disclosing Party or its Affiliates, including but not limited to customers, customer lists, market, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means and through no fault of the Recipient, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality or from anyone who to the knowledge of the Receiving Party after exercising due diligence owed an obligation of confidentiality with regard to the information, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed by Recipient without any use of or reference to the Confidential Information of the Disclosing Party, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

Obligations – All Confidential Information received pursuant to this Agreement: (i) will be used for in connection with the Services described in the Agreement ("Authorized Purposes") and not for any other purpose; (ii) will be held in confidence using at least the same precautions that the

Recipient takes to protect its own Confidential Information, but no less than reasonable care; (iii) will be disclosed only to the Recipient's Representatives or third parties who have a need to know in connection with the Authorized Purposes; and (iv) will be copied, including electronic copies, only to the extent that is reasonably necessary for the Authorized Purposes, with any proprietary or confidential notices that appear on the original retained. The Recipient agrees to notify the Disclosing Party promptly in writing of any disclosure, misuse or misappropriation of Confidential Information of the Disclosing Party that may come to the Recipient's attention. **"Representatives"** means Affiliates, directors, officers, employees, shareholders, agents, subcontractors, service providers or advisors of the Receiving Party who are informed of the confidential nature of the Confidential Information and are legally bound and directed to treat the Confidential Information confidentially. The Receiving Party is responsible for any improper disclosure or use by its Representatives of the Disclosing Party's Confidential Information. Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law, including any federal, state or other governmental freedom of information act or similar law, rule or regulation, including but not limited to the New Mexico Inspection of Public Records Act seeking disclosure of any of the Confidential Information, in connection with or pursuant to this Agreement, Recipient shall (i) promptly provide Disclosing Party written notice of (email shall suffice) such request (along with a copy of the request) so that Disclosing Party may seek, at Disclosing Party's sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation at Disclosing Party's request and sole expense, including but not limited to Recipient's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph. Moreover, if the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser. If a request for information is made to County under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Contractor, this Agreement or other information provided to County before and after the Effective Date in connection with or pursuant to this Agreement, County shall (i) promptly provide Contractor with written notice of (email shall suffice) such request (along with a copy of the request) so that Contractor may seek, at Contractor's sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Contractor's request and sole expense, including but not limited to County's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

Exhibit “B”
Los Alamos County Technology Standards
Requirements On-Premise, Hybrid or Cloud/Hosted
Solution Solicitations
AGR23-13

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.

Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.	Not Applicable
Server Hardware (On-Premise)	<p>Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.</p>	Not Applicable
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).	Not Applicable
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.	Not Applicable
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.	Not Applicable

LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.	Not Applicable
Desk Hardware (On-Premise & Hosted)	<p>Preferred: Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>	Not Applicable
Desktop OS (On-Premise & Hosted)	Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.	Not Applicable
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Applications requiring Microsoft Silverlight, Java and Flash are not supported by County.	Applicable
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>	Not Applicable

Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	Not Applicable
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.	Not Applicable
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.	Not Applicable
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.	Not Applicable
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.	Not Applicable
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.	Not Applicable
Security & SSL (On-Premise & Hosted)	Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products. SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.	Applicable
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	Applicable

E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	Applicable
Hosted/Cloud Based Services	<ul style="list-style-type: none"> • Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), preferably in Government Cloud (GCC). CSP data centers must be located within the United States. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP, in a format agreed on by the parties. 	Applicable

Exhibit "C"
Paymentus Master Service Agreement
AGR23-13

**EXHIBIT C TO THE SERVICES AGREEMENT BETWEEN PAYMENTUS CORPORATION AND
INCORPORATED COUNTY OF LOS ALAMOS**

MASTER SERVICES AGREEMENT

Client, :	Incorporated County of Los Alamos, New Mexico
Client Address:	1000 Central Ave, Suite 130 Los Alamos, NM, 87544
Contact for Notices to Client:	Deputy Utility Manger for Finance and Administration
Estimated Number of Yearly Payments:	104,000 bills per year

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

STATEMENT OF PURPOSE

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

AGREEMENT

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

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Additional Paymentus Services
 - Schedule C:** Client Payment Data

This Agreement, and the Services Agreement to which it is attached, represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties. To the extent that there is a conflict between this Exhibit C and the Services Agreement, the Services Agreement shall control.

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

CLIENT:	PAYMENTUS:
By: _____	By: _____
NAME: Steven Lynne	NAME: Jerry Portocalis
TITLE: County Manager	TITLE: Chief Commercial Officer
DATE: _____	DATE: _____



GENERAL TERMS AND CONDITIONS
BY AND BETWEEN PAYMENTUS CORPORATION AND LOS ALAMOS COUNTY

1 Definitions:

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

- 1.1 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **"Effective Date"** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **"IPN"** or **"Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.11 **"Payment Amount"** means the amount of a Payment.
- 1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **"Paymentus Fee"** is defined in Section 3.2.
- 1.14 **"Platform"** is defined in Section 2.1.
- 1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 **“User”** means a user of Client’s services.

2 Description of Services to be Performed

2.1 Scope of Services

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

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided (“Service Enhancements”). Paymentus will provide Client with notice and County may request the Services as described in Section 12 of the Services Agreement.

3 Compensation

3.1 No Fee Installation

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

3.2 Paymentus Fee

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

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.95% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 60 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client’s Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client’s billing system (“Client Specific Integration”).

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

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time. Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

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

Each of these can be based on Standard Integration or Client Specific Integration. The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered

complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

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

4.3 PCI Compliance

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

4.4 Explicit User Confirmation

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

4.5 Merchant Account

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

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in

real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

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

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

4.8 Reversed or Chargeback Transactions

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

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

5 General Conditions of Services

5.1 Service Reports

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

5.2 User Adoption Communication by Client

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

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

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

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

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements. Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (ii) Sharing User Adoption marketing as described in Section 5.2.
- (iii) Launching the Service within 30 days of Paymentus making the system available.
- (iv) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (v) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide

Client with a posting file for posting to Client's billing system.

- (vi) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (vii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Warranty Disclaimer and Limitation of Liability

6.1 Warranty Disclaimer

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

6.2 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE

EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET TOTAL FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term ("Term") of the Agreement will commence on the Effective Date and continue for a period of 7 (seven) years from the Effective Date.

7.2 Material Breach

A material breach of the Agreement will be cured within 60 (sixty) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9. Miscellaneous

9.1 Authorized Representative

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

9.2 Attorney's Fees

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

9.3 Force Majeure

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

9.4 No Third Party Beneficiaries.

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

Schedule A to Exhibit C
Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated in the following table for all County Utility payments through the channels described below, throughout the term of this Agreement. The Paymentus Fee will be as specified below and will be paid by the Client.

Fees include, at no additional cost to County, all Services and Support included in the cost proposal, included herein by reference, unless otherwise stated herein.

Channels	Services	Payment Methods & Channels	Paymentus Fee – Utility Payments, County Absorbed Fee Structure
Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	<p>\$2.25 per \$350.00 increment, or portion thereof, per transaction (all Credit, Debit, and non-ACH IPN payments)</p> <p>\$1.25 per \$350.00 increment, or portion thereof, per ACH/eCheck transaction.</p> <p>Non-Qualified transaction fees as described in Exhibit C, Section 1.9 and 3.2.</p> <p>2,000 outbound notifications included at no cost; additional notifications at \$0.20 per message.</p>
Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	<p>\$2.25 per \$350.00 increment, or portion thereof, per Credit or Debit card transaction (Visa, Mastercard, Discover, AMEX)</p> <p>\$1.25 per \$350.00 increment, or portion thereof, per ACH/eCheck transaction.</p> <p>Non-Qualified transaction fees as described in Exhibit C. Section 1.9 and 3.2.</p> <p>2,000 outbound notifications included at no cost; additional notifications at \$0.20 per message.</p>

Additional Notes to Fee Schedule:

1. Average Bill Amount: \$270.00.
2. Maximum Amount accepted via credit and debit card per payment is \$999.99 (billed, based upon each \$350.00 payment increment). Multiple payments may be made.
3. Maximum Amount accepted per ACH payment is \$25,000. Multiple payments may be made
4. Outbound notifications include phone, email, and text notifications.
5. Chargebacks and returned checks will be billed at \$9.95 per item.

Schedule B – to Exhibit C
Additional Paymentus Services

Paymentus Service Fee charged to Client will be based on the following table:

Encrypted Swipe Devices (optional) Manufacturer warranties will apply.		
<ul style="list-style-type: none">SecureMag USB Swipe Reader Devices (non-EMV) \$225.00 per device, as neededLane3000 – Standard Terminal (EMV) \$455.70 per device, as needed		

Hourly Fees: Contractor's hourly fees for future projects, development, implementation, customization, and other professional services requested and agreed to by County shall not exceed \$200.00 per hour per person.

Schedule C to Exhibit C – Client Payment Data

Annual Estimates: 104,000 bills per year and \$270.00 average bill (Utility Payments).

Exhibit "D"
Paymentus Schedule of Service Levels for
Services Agreement between Paymentus Corporation and Los Alamos County, New Mexico

Customer Service	<p>For any customer service request via customercare@paymentus.com, a case is created immediately with a unique case number. A response is sent to the originator with the acknowledgement that a case has been created and will include the unique case number assigned to the service request. Such response is sent within 15 minutes of the receipt of an email via Paymentus.</p> <p>A severity level is assigned to each service request upon receipt pursuant to the descriptions set forth below. In some cases, it may be appropriate to upgrade or downgrade the severity level from its initial assignment.</p> <p>Severity Levels:</p> <ul style="list-style-type: none">• Severity 1: Channel Level Issue (one channel is not operational - web, IVR or agent dashboard)• Severity 2: Business Process Issue (batch files, payment posting file). Unable to download via both automated and on-demand via agent dashboard• Severity 3: Individual payment issue or research request for payments and charge-backs. <p>Response Timeframes:</p> <ul style="list-style-type: none">• Severity 1: 30-60 minutes; Paymentus Account Manager or Customer Service• Severity 2: 4 business hours; Paymentus Account Manager or Customer Service• Severity 3: One business day; Paymentus Account Manager or Customer Service
System Availability	<p>Paymentus is expected to provide the Services 24 hours per day, 365 days per year with a 99.5% system uptime, except for scheduled maintenance that shall not be performed during normal business hours of operation from 8:00 AM to 5:00 PM (EST). Paymentus will provide Client with its maintenance schedule.</p>