First Amendment to MyUsage Prepaid Software Access Agreement

This First Amendment (this "First Amendment") to the MyUsage Software Access Agreement (the "Original Agreement") is between Exceleron Software LLC ("Exceleron") and City of Ocala ("Customer") and is effective as of July XX, 2021 (the "First Amendment Effective Date"), and amends the Original Agreement dated September 1, 2020, (the Original Agreement and the First Amendment shall be collectively referred to as the "Agreement"). Exceleron and Customer may be referred to individually as a "Party" and collectively as "Parties".

In consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Original Agreement as set forth below:

Section 1.   Definitions. Terms used in this First Amendment but not defined herein shall have the meaning given them in the Agreement.

Section 2.   Amendments. The Agreement is hereby amended as follows:

A.   Exhibit C which is attached hereto is hereby incorporated into the Agreement by reference and governs Customer's receipt of payment processing services in connection with the MyUsage Software. The payment processing services provided on Exhibit C shall be subject to the terms and conditions of the Agreement including, but not limited to the terms and conditions of Exhibit A. All references to MyUsage Software shall be interpreted to include the payment processing services. The following pricing schedule will apply for the payment processing services.

B. Payment Processing Fees for MyUsage Payments

Payment Processing Convenience Fees for Customer Payment Transactions:

$4.50 per Credit Card for web, mobile and kiosk transactions (limit $500 per transaction)

$5.00 per Credit Card for IVR transactions (limit $500 per transaction)

$0.40 per ECHECK for IVR transactions

Payment Processing Fees for ECHECK Transactions to be paid by City of Ocala:

$0.15 per ECHECK for web, mobile and kiosk transactions

Payment Processing Bank Exception Fees (Bank pass through), if incurred, to be paid by City of Ocala:

$1.25 per Deposit Matching/Repair item

$2.50 per Chargeback transaction

$2.50 per Notice of Change on ECHECK

$2.75 per ECHECK return transaction

$4.50 per Each ECHECK return transaction designated as Fraud by customer

Integration Charges for MyUsage Payments to City of Ocala CIS

No additional charges

C.   Exceleron will:

- Complete the City's vendor evaluation questionnaire (*This questionnaire is sent to the vendor by Information Technology and must be completed prior to the City entering a contract with the provider.)
- Provide evidence of compliance, in the form of a current Attestation of Compliance (*This must be obtained and submitted to information Technology prior to the City entering into a contract with the provider)
- Always maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS)
- Acknowledge its responsibility for securing stored cardholder data, in accordance with the PCI Data Storage guidelines.
- Acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations
- Validate data sanitization with a certificate of data destruction, to contract-designated city personnel and/or the Information Technology department; within a reasonable timeframe, not to exceed 60 days.
- Notify the City, within 72 hours of discovering that they have experienced a data breach, intrusion, or otherwise unauthorized access to stored cardholder data
- Agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to their agency subject to the limitations of liability in the Agreement
- Agree to assume responsibility for informing affected individuals (as per applicable law) to indemnify and hold harmless City of Ocala and its officers, and its employees from and against any claims, damages, or other harm related to the discovered breach

Section 3.   Miscellaneous. Except as expressly amended as set forth herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment will control.
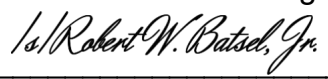
IN WITNESS WHEREOF, the Parties have each caused this First Amendment to be signed and delivered by its duly authorized officers, all as of the First Amendment Effective Date.

EXCELERON SOFTWARE LLC

By: _____

Jeffrey A. Severs
COO

CITY OF OCALA

By: _____

Name: _____Justin Grabelle_____

Title: _____Council President_____

Approved as to form and legality:

/s/Robert W. Batsel, Jr.
_____
Robert W. Batsel, Jr.
City Attorney

ATTEST:

Angel B. Jacobs
_____
Angel Jacobs
City Clerk

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Exhibit C
Supplemental Terms and Conditions for Payment Processing

This Exhibit C is hereby a part of the Agreement. the following supplemental terms and conditions shall apply to Customer's use of Exceleron's payment processing services.

1. DEFINITIONS

Whenever used in this Exhibit C, the words and phrases listed below shall have the meanings given below. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

ECHECK – Electronic Check. Automated debit from the Cardholder's checking or savings account with an ACH transaction.

Business Day - Each weekday, Monday through Friday, which is not a holiday of the United States Federal Reserve System.

Card Company- An association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.

Cardholder – Owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card. In the case of ECHECK transactions, this is responsible party or owner of the checking or savings bank account.

Chargeback – The challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.

Convenience Fee – A fee charged to Cardholders of Customer for the use of the Services as set forth in Section 8.

Credit/Debit Card – A VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Company.

Credit/Debit Card Acquirer – Any financial institution providing services related to those in this Exhibit, which is a member bank of Visa or MasterCard national bank card associations and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit/Debit Cards and/or Discover and American Express merchant financial institutions, as applicable.

Credit/Debit Card Issuer – Any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions.

IVRS (Interactive Voice Response System) – An automated telephone response System, accessible by Cardholders for the initiation of Payment Requests, that presents a series of choices to the caller, and to which the caller responds by pushing buttons on the touch-tone telephone.

Merchant Services Agreement – An agreement between the Credit/Debit Card Acquirer and Customer establishing the authority for the Customer to accept Credit/Debit Cards as a means for payment for goods and services. The authority is granted with the condition that the Customer follow established Card Company operating rules and regulations.

Remittance – An amount remitted by a Card Company in connection with payment by a Cardholder to the Customer or payment of a Convenience Fee transaction.

Retrieval Request – Requests initiated by a Cardholder or his Credit/Debit Card Issuer, for information regarding specific charges to his Credit/Debit Card account for the Customer bill payment or Convenience Fee.

Returns - Customer's initiated reversal of a Credit/Debit Card charge or an ECHECK payment to a Cardholder's account.

Settlement – The process by which the funds for Cardholder transactions are passed from Credit/Debit Card Issuers to Credit/Debit Card Acquirers or from the settlement bank to the Customer.

System or Systems – Are (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, user and training documentation and special forms; and (iii) the tangible media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

All other capitalized terms in this attachment, other attachments or elsewhere shall have the meaning given to that term in the Agreement.

2. GENERAL DESCRIPTION OF MyUsage Payments PROGRAM

In general, but subject to the more detailed description of Exceleron's and Customer's obligations elsewhere in this Agreement, the Services is a merchant bill payment service whereby a Cardholder uses an IVRS, an Exceleron Internet site (MyUsage Payments.com) or mobile app to request a payment transaction to Customer by means of a charge against a Credit/Debit Card or an ECHECK debit (the "Payment Request") in accordance with Exceleron's and Customer's procedures. Concurrently, the Cardholder or Customer shall be charged the applicable fee for use of the Services as set forth in Section 8 in connection with using the Services as described herein. The portal to accept Payment Requests is available twenty-four (24) hours a day, seven (7) days per week except for scheduled maintenance. System downtime will not exceed one tenth of one percent (0.1%) of the time, not including scheduled maintenance,

Exhibit C – Page 1

during the term of the Agreement. Exceleron is not responsible for the availability of the Internet or the Customer's Systems.

Payment Requests processed hereunder will be subject to the appropriate approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank (each, an "Authorization") and other policies and security procedures established by Exceleron or Credit/Debit Card Acquirer or Issuer from time to time or otherwise agreed to in writing by the parties. The IVRS, Internet site or mobile app will initiate an on-line Authorization request through the respective Credit/Debit Card Issuer for payment of the Customer bill and the Convenience Fee amounts. ECHECK Payment Requests will verify the bank routing and transit number. The IVRS, Internet site and mobile app will provide a confirmation number to Cardholder to confirm acceptance and processing of the bill payment transaction if the Payment Request was accepted. If a Payment Request was declined, the IVRS or the website will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to Customer will not be processed if payment of the Convenience Fee is not also approved. In addition, Exceleron, on behalf of Customer, at the request of Customer, will deny a Credit/Debit Card or ECHECK payment based on a prior Chargeback or an ECHECK transaction that was returned and not authorized by the bank of the Cardholder (a "Returned ECHECK Item"). Exceleron shall not process payment transactions manually, except for correcting rejected transactions and processing adjustments.

Exceleron will provide support for Customer's customer service staff during Exceleron's standard business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general Services operation delivery questions. Exceleron shall make a commercially reasonable attempt to respond to all Customer inquiries by the end of the next Business Day after notification. In cases where inquiries cannot be resolved by the end of the next Business Day, Exceleron shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the Customer representative.

3.   SCRIPT PROMPTS, INTERNET SITE AND PARAMETERS

The script prompts, Internet site and parameters shall be described during the Customer implementation process. Customer shall approve all IVRS scripts in use and the Internet site to be used, hereunder, prior to implementation. Any customized changes to the standard script prompts, the Internet site and parameters listed in the set-up sheets require a three (3)-week lead-time. With respect to customized changes, Exceleron will respond with the estimated time to make the change in seven (7) Business Days. Such charges will be in accordance with the fee schedule set forth in Exhibit C, Section 8.2 – Exceleron Optional Fee Schedule for Technical and Business Development Man-Rates.

4.   REMITTANCE DATA FILE AND REPORT DELIVERY

A data file that includes both summary and detail of all Cardholders' initiated payment transactions reflecting payments processed during the current Business Day shall be created after each Business Day's Settlement cut-off time (a "Remittance Date File") and should be delivered electronically to Customer within 60 minutes of their scheduled batch close time. Files will be in

Exceleron's standard flat file format unless mutually agreed to otherwise, which may result in an additional charge. Exceleron shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of Customer. Exceleron shall retain a record of all Customer payment data for the greater of (a) a period of three (3) years or (b) as required by state law, statutes and/or federal regulations. At the end of each Business Day, Exceleron will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer and send all ECHECK transactions electronically to the appropriate banks. Customer is responsible for accessing and retrieving the Remittance Date File. The Remittance Date File will have the following reports:

   i. Financial Control shows the processing, verifying, and monitoring of Credit/Debit Card and ECHECK transactions from Cardholder by Exceleron. Exceleron will provide Customer with accurate payment detail to allow for timely and accurate posting of the Cardholder accounts.

   ii.   Daily Payment Detail shows the detail and totals of all payments processed by Exceleron and shall include Cardholder's Customer account number, payment amount, payment type, date and time of the payment, payment type used (specific Credit/Debit Card type or ECHECK), confirmation number, Convenience Fee amount.

   iii.   Daily Payment Summary shows the daily totals of all payments and Customer Settlement transactions processed by Exceleron and submitted for Settlement, on behalf of Customer and shall include amount and volume by, payment type used (specific Credit/Debit Card type or ECHECK), and processed through each Business Day.

   iv.   Daily Detail – Adjustments shows the account detail and daily totals of all Customer initiated Returns, Returned ECHECK Items and Credit/Debit Card Issuer Chargebacks received and processed by Exceleron and shall include Cardholder's Customer account information, payment amount, payment type (Credit/Debit Card type used or ECHECK), Return or Chargeback code, original payment date, and confirmation number.

5.   ADJUSTMENT PROCESSING - RETRIEVALS, CHARGEBACKS, REFUNDS and RETURNED ECHECK ITEMS

   Exceleron will from time to time provide adjustment services for the handling of Credit/Debit Card Retrieval Requests, Chargebacks and Return ECHECK Items received from the Credit/Debit Card Acquirer or a bank. Upon receipt of a Retrieval Request, Exceleron will provide information, reasonably required, to satisfy the Retrieval Request. In the event that the Retrieval Request is asking for missing name and/or address information, Exceleron will attempt to obtain this information from Customer. It is Customer's option to comply with the request or not. If Customer elects to complete this information, Customer shall complete the name and address information and return it to Exceleron within one (1) Business Day. The processed Chargeback transaction(s) provided by the Credit/Debit Card Acquirers will be detailed on the daily Financial Report and Remittance Data File provided to the Customer. Exceleron can, at Customer's option, provide stop payment security parameters to block the use of a Credit/Debit Card, bank account, or Customer account number that has been involved in a previous Chargeback or Return situation.

6. ADDITIONAL EXCELERON RESPONSIBILITIES

Exceleron will provide support, maintenance and updates for the IVRS equipment, IVRS Systems, IVRS software, IVRS database(s), Internet site, and mobile app if provided by Exceleron. Exceleron will monitor call volumes, Internet site hits and mobile app usage, IVRS, Internet system and mobile app performance, and maintain adequate personnel and Systems resources to provide Services. Exceleron shall maintain records of each payment using the Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning Services. Exceleron will provide at least sixty (60) days advance written notice to Customer of any changes or enhancements to the Exceleron System where such changes alter the way of use or process for the Customer Cardholder and Customer. Exceleron will provide written notice to Customer of any changes that may affect Customer's ability to use the Services.

7. ADDITIONAL CUSTOMER RESPONSIBILITIES

Customer shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the Services provided hereunder, (ii) the Merchant Services Agreement(s) between Customer and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, (iii) written materials, advice and technical information provided in connection with the Services provided hereunder; (B) distribute, inspect, and review all reports created from information transmitted or delivered by Exceleron and reject all incorrect reports within two (2) Business Days after receipt thereof for daily reports and within three (3) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to Chargebacks and retrievals, Customer shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, Customer shall promptly inform Exceleron of any errors, deficiencies, or irregularities reflected in any such statements that Customer discovers. Failure to so reject any report collected from such information shall constitute acceptance thereof. With exception to those items identified in Section C above, Customer shall indemnify and hold harmless Exceleron from and against any and all taxes, assessments, duties, permits, fees, or other charges of any nature or kind that Customer is responsible to pay, or is liable for, as well as, any additions to tax, penalties, interest, fees, or other expenses, if any, incurred by Exceleron as the result of any such taxes, assessments, duties, permits, fees, or other charges not being paid at the time or in the manner required by applicable law, or any taxes, assessments, duties, permits, fees, or other charges of any nature or kind that are imposed upon or related to any payment by a Cardholder, and goods and services sold by Customer to Cardholders. With exception to those items identified in Section C above, Customer agrees to indemnify, defend and hold Exceleron harmless from any and all third-party claims, actions, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and expenses ("Losses"), arising out of the Customer's activities in connection with its Merchant Services Agreement (including, without limitation, any Losses related to Chargebacks or reversals of transactions by Cardholders). The provisions of this paragraph shall survive the term or termination of the Agreement for any reason.

8. PAYMENT PROCESSING FEES.

8.1 Cardholder Charges. For use of the Services under this Exhibit, the Cardholder or the Customer, as designated below will be charged a Convenience Fee for electing to use the Services pay-by-phone, pay-by-Internet and pay-mobile-app services paid by Credit/Debit Card or via ECHECK. The Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account. The ECHECK Convenience Fee is separate from the bill payment amount deducted from their bank account.

The Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty (30) days' prior written notice to Customer:

$4.50 per Credit Card for web, mobile and kiosk transactions (limit $500 per transaction)

$5.00 per Credit Card for IVR transactions (limit $500 per transaction)

$0.40 per ECHECK for IVR transactions regardless of payment amount

8.2 Customer Charges. The following table sets forth fees payable to Exceleron by Customer with respect to the Services.

The ECHECK Fee is $0.15 per transaction regardless of payment amount

Payment Processing Bank Exception Fees (Bank Pass Through):

$1.25 per Deposit Matching/Repair item

$2.50 per Chargeback transaction

$2.50 per Notice of Change on ECHECK

$2.75 per ECHECK return transaction

$4.50 per Each ECHECK return transaction designated as Fraud by customer

Exceleron Optional Fee Schedule

Service Description	Fee Schedule
Service Implementation Fee	$ 750 – One time--**Waived**
Service Monthly Minimum Fee	$75 / month-- **Waived**
IVRU Voice Recording Fee *	$500 / per occurrence for English - **Waived**
IVRU Voice Recording Fee *	$750 / per occurrence for Spanish - **Waived**
Technical and Business Development Man-Rates **	$150/ hour + actual travel and living expenses

* The Service Implementation Fee includes the initial IVRS Voice Recording. Once Customer signs off on the IVRS script, any future custom script modifications may be billed according to the Exceleron Fee Schedule. Changes to the IVRS script to reflect modifications by Exceleron to the Convenience Fee will be implemented without charge to Customer hereunder.

** The Service Implementation Fee includes the technical support needed to establish standard Services. Should Customer require customization of the web interface, IVRS script, reports or Remittance Data File formats or integration

during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

8.3   Taxes

There will be added to any charges under this Agreement, or separately billed, and Customer will either pay to Exceleron, or reimburse Exceleron for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Exhibit or (c) the Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section 8.3 include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by Exceleron in respect of the foregoing, exclusive however, of taxes based on the net income of Exceleron.

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