

AGREEMENT FOR BILL PRINTING, MAILING SERVICES, E-BILL PRESENTMENT, AND ELECTRONIC PAYMENTS

This Agreement for Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments is entered into this 7th day of JUNE 2022 (the “Effective Date”), by and between the **CITY OF OCALA**, a Florida municipal corporation (the “City” or “Biller”), and **INVOICE CLOUD, INC.**, a Florida registered, foreign Delaware corporation (EIN: 26-3972596), located at 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 (the “Vendor” or “Invoice Cloud”). City and Vendor may be referred to in the singular as “Party” or in the plural as “Parties.”

WHEREAS:

The City of Ocala issued a Request for Proposal on April 01, 2021, for RFP# CSO/210239 Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments.

Invoice Cloud, Inc. responded and was subsequently selected as the intended awardee for the bill printing, mailing, e-bill presentment, and electronic payments services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the Parties hereto agree as follows:

- 1. SERVICES.** Vendor will provide bill printing, mailing, e-bill presentment, and electronic payments services (collectively, the “Services”) for the City as described in this Agreement for Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments and any exhibits, addendums, attachments, or statements of work thereto (collectively, the “Agreement”).
- 2. TERM.** The initial term of this Agreement shall commence on **JUNE 7, 2022** and shall continue for a period of five (5) years after the Go Live Date (such Go Live Date specified in Exhibit D attached hereto) (the “Initial Term”) or no later than **SEPTEMBER 30, 2027**. This Agreement may be renewed for up to two (2) successive, one-year renewal terms upon the mutual written consent of both Parties, unless earlier terminated by either Party pursuant to the terms of this Agreement (each, a “Renewal Term”). “Term” as used herein shall mean the Initial Term and any Renewal Term.
- 3. COMPENSATION.** City shall pay Vendor for the Services in accordance with the terms and conditions herein and those set forth in Exhibit A (“Biller Order Form”) attached hereto, and based on the pricing set forth in Exhibit A.
- 4. INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges that Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

- 5. INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers (collectively, the “Indemnified Parties”) against, and hold the Indemnified Parties harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys’ fees (collectively “Losses”), which the Indemnified Parties may sustain, or which may be asserted against the Indemnified Parties, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the Term of the Agreement, to the extent such Losses are directly attributable to Vendor’s: (i) gross negligence, fraud, willful misconduct, or violation of applicable law; (ii) failure to implement commercially reasonable measures against the theft of the Customer Data (as such term is defined in Exhibit C attached hereto); or (iii) total failure to deliver funds processed by Vendor as required hereunder (which relates to payments due from Vendor for Transaction Data (as such term is defined in Exhibit C)). Additionally, Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses incurred by the Indemnified Parties resulting from any action brought against the Indemnified Parties based upon the claim that the Services, if properly used by the Indemnified Parties within the scope of the license set forth in Section 1 of Exhibit A, infringe, violate, or misappropriate a patent, trademark, copyright, trade secret, or other intellectual property or proprietary right of a third party (“IP Rights Infringement Claim”). If Vendor’s Services become, or are likely to become, the subject of an IP Rights Infringement Claim, then Vendor will, at its own expense, promptly take the following actions in the listed order or priority: (a) secure the rights necessary for the City to continue using the Services; or (b) replace or modify such Services to make them non-infringing, such that the replacement or modification will not degrade the performance or quality of the Services. Vendor’s indemnification obligations set forth herein do not apply to any claim or complaint relating to the City’s failure to resolve a payment dispute concerning debts owed to City, or to the City’s gross negligence, willful misconduct, or violation of any applicable agreement or law.
- 6. ADDITIONAL INSURED.** The “City of Ocala” shall be added as an “ADDITIONAL INSURED” on Vendor’s Commercial General Liability insurance coverage, but only to the extent of the risk obligations assumed hereunder by Vendor.
- 7. MISCELLANEOUS INSURANCE PROVISIONS.**
- a. Severability of Interests. Vendor shall arrange for its Commercial General Liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the “City of Ocala” (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - b. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Vendor’s interests or liability, but are merely minimums. No insurance is provided by the City under this Agreement to cover Vendor.

c. Duplicate Coverage.

- i. The Commercial General Liability insurance required of Vendor hereunder shall be considered primary as applicable to claims against the City which arise out of this Agreement.
- ii. No work shall be commenced under this Agreement until the required Certificate(s) described below have been provided to the City.

Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City upon written request. The Vendor is responsible for the amount of any deductible or self-insured retention.

- d. Certificates. Vendor shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating of at least A-, showing the "City of Ocala" as an Additional Insured on Vendor's Commercial General Liability policy. The City of Ocala, Procurement Department, 110 SE Watula Ave., Ocala, FL 34471 should be shown as the Certificate Holder. Renewal certificates must also be forwarded to the Procurement Department upon the City's written request. Vendor will endeavor to provide ten (10) days' written notice to the City of Ocala's Procurement Department in the event of cancellation.
- e. Failure to Maintain Coverage. In the event Vendor shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, the Vendor shall be considered to be in default of this Agreement.

8. ERRORS AND OMISSIONS. Vendor shall provide proof of Errors and Omissions Insurance, which covers Vendor and its agents with limits of at least One Million Dollars (\$1,000,000) written by an insurer who possesses an A.M. Best rating of at least an "A-."

9. TERMINATION FOR CAUSE. If either Party defaults in the performance or materially breaches any provision of this Agreement, the non-breaching Party may, at its option, terminate this Agreement by giving written notification thereof to the Party in breach providing such Party with written notice and opportunity to cure the default or breach, at least thirty (30) days in advance of termination. Termination of this Agreement shall have no effect upon the rights of the Parties that accrued prior to termination. Upon early termination due to default of Invoice Cloud, the City shall remain liable for: (i) all fees and charges incurred by the City as of the date of termination; (ii) all periodic platform access fees and other recurring fees owed through the end of the calendar month following the effective date of termination; (iii) any outstanding amounts due with respect to the Print and Mail Services as described in Exhibit C for payables created under this Master Agreement; and (iv) all amounts due for the use of, and all transaction fees due for use of, the Kiosks and Card Readers (as described in Exhibit C; collectively, "Point of Sale Devices") as of the effective date of termination.

10. DEFAULT. This Agreement is critical to the City and the City reserves the right to immediately cancel or annul in whole or in part any material portion of this Agreement due to the failure of Vendor to carry out any obligation, term, or condition of the Agreement, subject to the terms of Section [9] above, including affording Vendor written notice and the opportunity to cure. The City will issue a written notice of default effective upon receipt by Vendor. Default shall be for failing to act as in any of the following:

- a. The Vendor fails to perform the Services in accordance with the specifications of this Agreement, including as such specifications are set forth in Exhibits C and D attached hereto; or
- b. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement, if applicable;

In the event of Vendor's uncured default, the City may resort to any single or combination of the following remedies:

- a. Terminate this Agreement, subject to the terms of Section [9] above including affording Vendor written notice and the opportunity to cure;
- b. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- c. In case of Vendor's uncured default, the City reserves the right to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Vendor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, if applicable; or,
 - iii. Any combination of the above or any other remedies as provided by law.

11. WAIVER. The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the right of such Party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any Party in any circumstance shall, of itself, entitle such Party to any other or further notice or demand in similar or other circumstances.

12. FORCE MAJEURE: Neither Party shall be responsible for damages, delays, default or nonperformance caused by Force Majeure or other events beyond its reasonable control and which could not reasonably have been anticipated or prevented; *provided, however*, that under no circumstance will an event of Force Majeure excuse an obligation of the Party invoking Force Majeure under this Section to make payments when due under this Agreement. "Force Majeure" includes, but is not limited to, war, terrorism, riots, epidemics/pandemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government or law enforcement agencies of the United States or the several states, prohibiting or impeding a Party from performing its respective

obligations under this Agreement, and any other cause that cannot reasonably be foreseen or controlled by the affected Party. If Force Majeure occurs, the Parties shall mutually agree on the terms and conditions upon which Services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Services due to any of the conditions under this section, then Vendor shall be entitled to an extension of time only, *provided, however*, that in such event Vendor shall not be entitled to any increased costs, additional compensation in excess of the base fees set forth herein, or damages of any type resulting from such Force Majeure delays.

- 13. ASSIGNMENT:** The rights, obligations, and duties of Vendor and the City under this Agreement are restricted solely to the terms contained within and shall not be assigned or transferred without the express, written authorization of the other Party, *except that* this Agreement may be assigned by Vendor without the permission of the City: (i) to a parent, subsidiary, or affiliate of Vendor; or (ii) in the event of a Sale Assignment as set forth below. This Agreement may be assigned by Vendor without the permission of the City in the event of a sale of all or substantially all of the assets or equity of Vendor (a “Sale Assignment”). Any attempt by a Party to assign its rights or obligations hereunder in breach of this Section [13] shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 14. SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 15. NON-DISCRIMINATORY EMPLOYMENT PRACTICES:** During the performance of the Agreement, Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 16. PUBLIC ENTITY CRIMES:** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

17. FEDERAL DEBARMENT. Vendor certifies that no principal of Vendor (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

18. NOTICES. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notice can be concurrently delivered by email. All notices shall be addressed to the respective Parties as follows:

a. If to Vendor: Invoice Cloud, Inc.
Attn: General Counsel
30 Braintree Hill Office Park, Suite 303
Braintree, MA 02184

b. If to City: Daphne Robinson
Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, FL 3471

19. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

20. GOVERNING LAW. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

21. JURISDICTION AND VENUE. The Parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida,

Ocala Division. Each Party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

- 22. REFERENCE TO PARTIES.** Each reference herein to the Parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
- 23. MUTUALITY OF NEGOTIATION.** Vendor and the City acknowledge that this Agreement is a result of negotiations between Vendor and the City, and this Agreement shall not be construed in favor of, or against, either Party as a result of that Party having been more involved in the drafting of the Agreement.
- 24. AMENDMENT.** No amendment of or to this Agreement shall be effective except those agreed to in writing and signed by both of the Parties to this Agreement.
- 25. SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 26. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 27. RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.
- 28. ELECTRONIC SIGNATURE(S).** The Parties, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further a duplicate or copy of this Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 29. STANDARD OF CARE.** Vendor shall render the Services consistent with the standard of care, skill, and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Services, and at the time the Services are to be performed. Vendor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

- 30. E-VERIFY.** Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 31. SUBCONTRACTS.** Nothing contained in this Agreement will be construed as establishing any contractual relationship between the City and any subcontractor retained by Vendor in the performance of its Services hereunder. Vendor will be fully responsible to the City for the acts and omissions of those subcontractors retained by Vendor in the performance of its Services hereunder, including for the acts or omissions of such subcontractors' employees. After the Effective Date of this Agreement, any changes to those subcontractors retained by Vendor in the performance of its Services hereunder (*i.e.*, new subcontractor is retained, existing subcontractor is terminated, etc.) shall require the City's prior written approval, which shall not be unreasonably withheld or delayed.
- 32. NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under the Agreement and shall be fully binding until any proceeding brought under the Agreement is barred by any applicable statute of limitations.
- 33. NON-APPROPRIATIONS CLAUSE.** This Agreement is subject to the appropriation of funds each fiscal year. In the event that Biller does not receive sufficient funds from the applicable local source, state legislature, and/or federal sources to pay those fees that are *not* payment-transaction-based as set forth on the Biller Order Form (e.g., monthly portal access fee, monthly Point of Sale Device subscription fee, printing fees, etc.), Invoice Cloud may, upon receiving written documentation from Biller verifying the insufficient appropriation, may resort to any single or combination of the following remedies until such time as Biller is able to budget sufficient funds: (a) elect to waive the fees that are *not* payment-transaction-based; (b) increase the fees charged directly to Customers (as such term is defined in Exhibit C attached hereto) in Vendor's sole and absolute discretion; or (c) suspend the provision of the specific Service (*e.g.*, Kiosks or Print and Mail Services) for which Biller did not receive sufficient appropriation. In the event that Invoice Cloud elects to exercise one or more of the remedies listed in the immediately preceding sentence, Biller shall continue to pay all applicable per-transaction fees as set forth on the Biller Order Form. In the event that Invoice Cloud elects not to exercise one or more of the remedies listed above, either party may terminate this Agreement with thirty (30) days' written notice to the other party. In the event that the Agreement is terminated in accordance with this Section [33], such termination shall be considered a termination for cause subject to the terms of Section 10 above *except for* the opportunity to cure.
- 34. AUDIT RIGHT AND RETENTION OF RECORDS.** Vendor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable

federal and state laws, rules, and regulations. Upon reasonable advance notice provided to Vendor (in no event less than five (5) business days), and at City's expense, City shall have the right to audit the books, records, and accounts of Vendor that are directly related to this Agreement. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries. Vendor shall preserve and make available for examination and audit by City or applicable governmental agency, in accordance with the conditions herein, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of any contract). If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by City to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any overpayment identified as a result of such audit upon such entry.

35. GRATUITIES. Vendor shall not, either directly or indirectly: (1) offer, give or provide any tangible item of value to anyone as consideration for any City employees' decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of any City employee.

36. INSPECTION, ACCEPTANCE AND TITLE. Title and risk of loss or damage to all tangible goods ordered by City hereunder shall be the responsibility of Vendor until such goods are received and accepted by the City, which such acceptance must be promptly provided or declined by the City following its receipt of the tangible goods. All tangible goods provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the tangible goods have been received and accepted. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs for rejected tangible goods will be borne by Vendor in each instance.

37. PRODUCT RECALL. Vendor assumes full responsibility of prompt notification to the City's Procurement and Contracting Department of any product recall in accordance with applicable State and Federal regulations. Vendor shall, at the option of the City, either reimburse the purchase price or provide the equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the using department.

- 38. GOVERNMENTAL RESTRICTIONS.** In the event any governmental restrictions may be imposed which would necessitate alteration of the performance of the Services provided to the City hereunder, it shall be the responsibility of the Vendor to notify the Procurement and Contracting Department as soon as reasonably possible, indicating the specific regulation which required an alteration.
- 39. RULES, REGULATIONS, LAWS, ORDINANCES, AND LICENSES.** Vendor agrees it shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and City, which may be applicable to its Services. Likewise, Vendor shall obtain and maintain all permits, certifications, and licenses necessary for its performance of the Services.
- 40. BANKRUPTCY.** In the event of bankruptcy, either voluntary or involuntary of the Vendor, or in the event of the Vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate this Agreement immediately, and no assignment for the benefit of creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.
- 41. IMMIGRATION LAWS.** In the event that Vendor knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a€, Section 274A€ of the Immigration and Nationality Act ("INA"), the City shall have the right to terminate this Agreement immediately.
- 42. DRUG FREE WORKPLACE.** Pursuant to Florida Statutes 287.087, Vendor shall comply with the requirements of a Drug Free Workplace as set forth therein.
- 43. VENDOR'S EMPLOYEES.** All employees of Vendor shall be considered to be at all times the sole responsibility of Vendor, under Vendor's sole direction and supervision and not an employee or agent of the City. Vendor shall supply competent and physically capable employees. The City reserves the right to require Vendor to remove any employee it deems careless, incompetent, abusive, obstructive, insubordinate, or otherwise objectionable and whose continued involvement with the Services provided to City by Vendor is not in the best interest of the City.
- 44. PUBLIC RECORDS:** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the Vendor does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the Services. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

45. CONTRACT DOCUMENTS. The following contract documents ("Contract Documents") are hereby incorporated herein and made a part hereof by this reference:

- a. RFP# CSO/210239 Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments, dated [April 27, 2021] (the "RFP");
- b. Vendor's Submitted Proposal for RFP# CSO/210239 Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments, dated May 13, 2021 ("Vendor's Proposal").
- c. EXHIBIT A: Biller Order Form
- d. EXHIBIT B: Biller Agreement
- e. EXHIBIT C: Biller Terms and Conditions
- f. EXHIBIT D: Project Schedule and Specifications

In the event of any conflict or inconsistency between or among the underlying Agreement and the Contract Documents, the following order of precedence shall apply and control: (1) the underlying Agreement; (2) Exhibit B; (3) Exhibit C; (4) Exhibit A; (5) Exhibit D; (6) the RFP; and (7) Vendor's Proposal. The RFP shall control where in conflict with Vendor's Proposal.

46. ENTIRE AGREEMENT. This Agreement, including any exhibits, addendums, attachments, or statements of work thereto, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the Parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the Parties hereto have, by and through their duly authorized representatives, executed this Agreement effective as of the Effective Date first set forth above.

INVOICE CLOUD, INC.

CITY OF OCALA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO THE AGREEMENT FOR BILL PRINTING, MAILING SERVICES, E-BILL PRESENTMENT, AND ELECTRONIC PAYMENTS

BILLER ORDER FORM

See PDF – City of Ocala Biller Order Form – 04_19_20220

We will incorporate this into the final agreement

APPENDIX 1 to BILLER ORDER FORM
FEES FOR PRINT AND MAIL SERVICES

Data Processing, Print and Mail (DPPM) Pricing

Document Production Summary	
Utility Billing Statement One 8.5 x 11 Page 4/1 with Return Envelope	\$0.0995 per document
Utility Billing Statement One 8.5 x 11 Page 4/4 with Return Envelope	\$0.1035 per document
Business License Renewals One 8.5 x 11 Page 4/0 with Return Envelope	\$0.129 per document

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 – waived for current client
Setup Fee – Data Only Input Files	\$0.00 – waived for current client
Document Re-Design Fee	\$0.00 – Included up to 20 hours
Data Processing Fee (per document)	\$0.0045

Printing and Mailing Service	
Utility Billing Statement Print Fee per Page with 4/1 Ink	\$0.045
Utility Billing Statement Print Fee per Page with 4/4 Ink	\$0.049
Business License Renewals Print Fee per Page with 4/0 Ink – Includes the sheet and custom envelopes, per specification.	\$0.129
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Inline Insert Print Fee	Same as above
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.30 NCOA \$0.30 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.019
Standard Return #9 Envelope	\$0.016
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
Invoice Cloud Produced – 2 color 2 sides on 1/3-page uncoated stock	\$0.0235*
Envelope Messaging (Snipes) – 1 color 1 side on #10 double window	\$0.0185*
Electronic Inserts	\$0.005
Inserting Fee	\$0.0054 per insert
*Valid for 30 days (Inserts and Snipes quoted on a case-by-case basis)	TBD

Optional Document Services	
Enhanced Print Quality	\$0.00 – Not Applicable
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.013 - For 24 Months of Retention Invoice Cloud imposes no min or max retention. Pricing can be configured for retention other than 24 months, if needed.
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.009 per image Invoice Cloud Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$150
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF that is uploaded to Invoice Cloud for processing. Biller maintains control of document look and feel, but Invoice Cloud designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the Biller to provide a flat data extract. Invoice Cloud creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the “Data Only Input” method, Invoice Cloud’s Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the Invoice Cloud system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** Biller is charged for the exact postage used. Biller is provided the lowest possible USPS automated rates when Biller’s batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover Invoice Cloud costs when batches transferred to Invoice Cloud fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. Invoice Cloud electronically reports the addresses it received in Biller’s data that need to be updated because the Customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11” and 24lb. Price includes all inventory costs. A larger 8.5x14” format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 Invoice Cloud Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevents the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 Invoice Cloud Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.

- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **Invoice Cloud Produced Inserts:** utilizing Invoice Cloud printing and/or design services, inserts can be produced by Invoice Cloud. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard Invoice Cloud #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that Biller representatives and Biller Customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** Biller-provided or Invoice Cloud-produced inserts to be included with Invoice Cloud-produced mail. Additional fee applies if insert requires folding prior to insertion. Setup fees may apply for programming selective inserting. Invoice Cloud-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Documents can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using a website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the Invoice Cloud Print Image Archive. Invoice Cloud will work with the designated third parties that Biller chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed Invoice Cloud batch is indexed and transferred to Biller via FTP or SFTP to store on Biller's own network. Invoice Cloud's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If Biller requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after the Go Live Date specified in Exhibit D attached hereto. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** Invoice Cloud will provide electronic reporting of mail that is returned by USPS, saving Biller the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.

- **Remit Tracking:** if Biller utilizes the Print Image Archiving service, Invoice Cloud can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking, Biller will be able to see when a Customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

Additional DPPM Pricing Terms

1. Custom Forms/Envelopes

If Biller has selected the Printing and Mailing Service and at any time requests that Invoice Cloud Fees include the cost of custom Biller-specific materials (either in this Agreement or since its execution), then Biller understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Biller agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Biller stops using Invoice Cloud's Services for any reason. Biller agrees to purchase the remaining supply of custom forms/envelopes upon Biller's request to change the custom forms/envelopes before the supply has been depleted.

2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any Invoice Cloud service or materials fees. In no event shall any change in the postage rates affect the Invoice Cloud service or materials fees. Biller will be invoiced the amount of excess for overweight and foreign mail.

3.1 Professional Services

Invoice Cloud Professional Services are the technical services that are required to perform the initial setup of the DPPM Services defined in Exhibit C and the technical services required to make changes to the DPPM Services after the initial setup is complete. Once any DPPM Service is live and operational, Professional Services will not be required unless Biller requests a change or makes changes to its data file format or business rules which necessitates a change to Invoice Cloud's system configuration or programming. Examples of Invoice Cloud Professional Services include but are not limited to:

- Project requirements gathering and analysis hours;
- Project management and/or consulting hours;
- Software development and system configuration hours related to the processing of Biller's data;
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services; and
- Application testing and deployment hours.

3.2. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$150.00 per hour. In the event that a project will incur billable Professional Services hours, Biller will be informed before work begins. Invoice Cloud and Biller will execute a Statement of Work for the project that Biller wants Invoice Cloud to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Biller

Order Form, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Biller accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both Parties to execute a formal Statement of Work. Depending on the nature of the work required, Invoice Cloud will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. Invoice Cloud may elect to waive this cost in some circumstances. Biller understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Biller to pay for these changes on a Time and Materials basis. Biller will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.

Time and Materials Quote – Should it not be possible to provide a fixed quote due to the nature of Biller’s requested project, then Invoice Cloud will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project-types and Biller will be charged weekly for the hours spent on the project.

4. Price Escalation

- a. **Form/Envelope Costs**. Biller acknowledges and agrees that Invoice Cloud reserves the right to pass on any material increases to the cost of forms or envelopes at any time at Invoice Cloud’s sole and absolute discretion. The Biller will be notified, in writing, at least thirty (30) days prior to such price increase.
- b. **Transactional Usage**. The pricing in this Appendix 1 is predicated on Biller’s representations of Biller’s and Biller’s Customers’ transactional usage. In the event that Biller’s actual continuous volume and/or recurring frequency is lower than what Biller has represented below by more than thirty percent (30%), then Invoice Cloud reserves the right to increase the fees listed in this Appendix 1. In such a situation, Invoice Cloud will notify Biller immediately and negotiate such fee increases with Biller in good faith, in line with actual Biller and Biller’s Customers transactional usage. Should Invoice Cloud and Biller fail to agree upon revised fees, Invoice Cloud reserves the right to terminate the DPPM Services upon one hundred and eighty (180) days’ notice to Biller.

Biller Volume Assumptions

Customers Contacted or Billed Monthly

- 60,000 utility customer accounts
- 14,000 paperless billing
- 7,000 prepaid (pay-as-you-go);
- 39,000 traditional billing (receive monthly paper bill in the mail)
- 8,000 business license renewals annually

Number of Batches Monthly

- Data submitted weekly for utility bills (20 cycles)
- Data submitted annually for business license renewals

- c. Biller acknowledges and agrees that the price increases described in this Paragraph 4 are not subject to the limitations set forth in Section 5 of the Biller Agreement (attached hereto as Exhibit B). For the avoidance of doubt, any fee increases attributable to this Paragraph 4 shall not count towards the maximum amount allowable for the Annual Increase as specified in Section 5 of the Biller Agreement.

5. Sales Tax

All fees set forth in this Appendix 1 exclude applicable sales tax.

EXHIBIT B TO THE AGREEMENT FOR BILL PRINTING, MAILING SERVICES, E-BILL PRESENTMENT, AND ELECTRONIC PAYMENTS**BILLER AGREEMENT**

1. License Grant & Restrictions. Subject to execution by Biller of the Agreement for Bill Printing, Mailing Services, E-Bill Presentment, and Electronic Payments (the "Master Agreement"), Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Services described on the Biller Order Form (attached hereto as Exhibit A) until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission or other applicable method selected by Biller according to Invoice Cloud's formats and procedures for each payment type selected on the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) recreate, "frame" or "mirror" any portion of the Services on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Services; (v) copy any features, functions or graphics of the Services; or (vi) make the Services available to any third party for purposes of benchmarking or other testing generated in connection with Biller's use of the Services, including without limitation any comparisons of the Services with any other products or services.

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

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event the Master Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards) in accordance with the requirements of Section [45] of the Master Agreement. Invoice Cloud will retain

Customer Data for a period from its creation for the time frame that is listed in the Biller Order Form under “Data Retention”, and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration of the Master Agreement, except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller’s customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud’s own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own Confidential Information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted or required under the Master Agreement (including the terms of Exhibits B and C) or required to perform the Services or otherwise required by applicable law.

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

Biller agrees that during the course of using or gaining access to the Services (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Master Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the “Confidential Information”). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of Biller’s own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in the Master Agreement or otherwise required by applicable law.

5. Fees and Billing. Invoice Cloud fees for the Services are provided in Exhibit A attached hereto. Invoice Cloud will charge the Biller and/or Customer, as applicable, the payment transaction and

other fees as provided in Exhibit A. In addition, Invoice Cloud will charge the fees set forth in Exhibit A for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Services as set forth in Exhibit D attached hereto (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the Implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

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

Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud shall bear no responsibility or liability for any taxes, levies, or duties against Biller, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are auto debited from the Biller Bank Account, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such payment is deemed correct.

Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under the Master Agreement, no more than once per calendar year and upon thirty (30) days written notice to Biller ("Annual Increase"), by up to the greater of: (i) five percent (5%); or (ii) an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers for All Items published by the U.S. Bureau of Labor Statistics from the immediately preceding calendar year times the applicable fees charged by Invoice Cloud then in effect. Notwithstanding the immediately preceding sentence, Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under the Master Agreement, at any time upon thirty (30) days written notice to Biller if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees ("Average Credit Card Transaction Increase"). For the avoidance of doubt, any fee increases attributable to an Average Credit Card Transaction Increase as described in the immediately preceding sentence shall not count towards the maximum amount allowable for the Annual Increase.

6. Invoice Cloud Limited Warranties. Invoice Cloud warrants that the Services will materially perform the functions that the Biller has selected in Exhibits A and D, under normal use and

circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; *provided that* the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Services, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems. EXCEPT AS PROVIDED IN THIS SECTION 6, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice Cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

7. Biller's Responsibilities. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws and regulations in connection with Biller's and/or its Customers' and/or any payers' use of the Services, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Services and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank or other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, creates, receives, maintains or transmits protected health information, or Biller has access to, creates, receives, maintains or transmits electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Master Agreement, Biller will comply with all such laws, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to

disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely implementation of the Services by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

8. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

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

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

11. General.

(a) All rights and obligations of the parties in Sections 4, 8, 10 and 11 of this Exhibit B shall survive termination of the Master Agreement. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Services that Biller is using.

(b) Additional terms and conditions and definitions applicable to the Master Agreement and the exhibits thereto are attached hereto as Exhibit C and are agreed to by Invoice Cloud and Biller. The terms and conditions and definitions set forth in Exhibit C are incorporated herein and made a part hereof by this reference.

(c) By executing the Master Agreement, Biller ratifies its authorization for Invoice Cloud to execute debit/credit entries to the Biller Bank Account(s) specified in the Biller Order Form at the depository financial institution(s) named in the Biller Order Form, and to debit/credit the same such account(s). Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until: (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than ten (10) business days' notice; and (ii) all obligations of Biller to Invoice Cloud that have arisen under the Master Agreement and all other agreements have been paid in full. Biller must also notify Invoice Cloud, in writing (by electronic or U.S. mail) when a change in Biller Bank Account number(s) or bank has occurred, at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than ten (10) business days in advance of any such change. A fee will be charged for any returned or rejected ACH debits. In the event of non-payment of any sums due to Invoice Cloud by Biller, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

(d) Pay by Text: Standard data rates and text messaging rates may apply based on the Customer's plan with their mobile phone carrier. Customers can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use this service for activities that violate any law, statute, ordinance or regulation.

EXHIBIT C TO THE AGREEMENT FOR BILL PRINTING, MAILING SERVICES, E-BILL PRESENTMENT, AND ELECTRONIC PAYMENTS

BILLER TERMS AND CONDITIONS

1. Definitions.

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

“Biller”, “you”, or “your” means the City of Ocala, a Florida municipal corporation;

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

“Biller Order Form” or “Order Form” means the order form set forth in Exhibit A evidencing the initial subscription for the Services and any subsequent Biller Order Form, specifying, among other things, the Services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties;

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

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Services;

“Customer” shall include customers, payers, taxpayers and users of services of Biller;

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

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

forms of protection of a similar nature anywhere in the world;

“Integration Components” means software which integrates the Services with third party software, and any updates or revisions thereto;

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

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

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

“Network” is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

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

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

“Payment Instrument Transaction(s)” or “Transaction(s)” means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). “Payment Instrument Transaction(s)” or “Transaction(s)” may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

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

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

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

"Service(s)" means Invoice Cloud's bill printing, mailing, e-bill presentment, and electronic payments services, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under the Master Agreement.

2. Biller’s General Responsibilities.

(a) Biller shall abide by all applicable card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller’s and/or its Customers’ use of the Services. Biller shall not: (i) impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Services; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iv) attempt to gain unauthorized access to the Services or their related systems or networks.

(b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Services or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank

Account"). Biller authorizes Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from Biller in connection with the Master Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

(c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with Biller's sale Transactions, minus the sum of amounts due from Biller or debited from a Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, (v) delay presentation of refunds until a payment is made to Invoice Cloud of a sufficient amount to cover the negative balance; and (vi) pursue any remedies Invoice Cloud may have at law or in equity.

(d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Services, and/or termination of the Master Agreement.

(e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from a credit card processor, ACH bank, and/or other related circumstances. Biller agrees to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

(f) Individual users, when they initially log in, may be asked whether or not they wish to

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

(g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction.
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.
- (3) The Transactions do not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.
- (4) The Transactions are free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees have advanced any cash to the Customer in connection with the Transaction, nor have Biller or its employees accepted payment for effecting credits to a Customer.
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in Biller's return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with the Master Agreement and any applicable agreements.
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All

installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.

- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of the Master Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller’s Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Services including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Services. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller’s name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Services and performing Invoice Cloud’s obligations under the Master Agreement. Biller represents and warrants that it has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the “Services” under the Master Agreement.

(i) American Express Compliance Only.

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into the Master Agreement by reference as if they were fully set forth in the Master Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.
- (2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) Third Party Beneficiary Rights.
 - Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Master Agreement between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Master Agreement against the Biller.
 - Biller agrees and warrants that it does not hold third party beneficiary

rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

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

3. Chargebacks, Fees, Reserve Account, Etc. If Biller incurs excessive Chargebacks, in Invoice Cloud's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under the Master Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Master Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller, and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

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

and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's Customers.

4. Card Readers.

Card Readers are provided to the Biller for Biller's use under license fees and/or other fees provided in the Biller Order Form. Invoice Cloud provides to Biller all Card Readers and products related thereto on a license basis. Biller will be fully responsible for all Card Readers and products related thereto including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides Card Readers, the following additional terms apply (with "products" or "devices" in this Section 4 referring to the Card Readers):

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

b. The following is the repair and replacement policy for a defective Card Reader:

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

A replacement Card Reader will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement Card Readers will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the Card Reader sent via overnight shipping, then Biller shall pay the costs associated with overnight shipping.

Biller has 14 business days to return a Card Reader that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return

the non-working Card Reader may result in additional fees and charges to Biller.

Invoice Cloud shall use commercially reasonable efforts to provide the Card Reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically offline or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Card Reader services may not be provided. Biller further understands and agrees that from time to time Card Reader services may be offline or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provision of any Card Reader services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, Invoice Cloud and the manufacturer will use commercially reasonable efforts to restore the Card Reader services in a reasonably prompt fashion. Invoice Cloud and the manufacturer may from time to time, in their sole discretion, modify the manner in which the Card Reader services are provided, and modify its software and systems, all of which may result in a change in the manner in which Invoice Cloud and the manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 4, INVOICE CLOUD AND THE CARD READER MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE CARD READER MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL CARD READERS ARE OFFERED AND PROVIDED ON AN “AS IS” BASIS.

d. Responsibilities of Biller. Biller is responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses; and (ii) protecting the confidentiality of Customer Data, Biller Data and end users’ data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud (“Biller Transmitted Information”), and Invoice Cloud and the manufacturer will have no liability therefore (provided that Invoice Cloud will use Biller Transmitted Information only for purposes of the Master Agreement). Biller is solely responsible for: (i) adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Customer Data and Biller Data and end users’ data; (ii) protecting the confidentiality of any information stored on Biller’s servers, and (iii) using the Card Reader services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon Invoice Cloud’s

request, Biller will promptly provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such Party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such Party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the Card Readers upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the Card Readers without Invoice Cloud's express written consent. Any change of the location of any Card Readers may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all Card Readers, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which the Card Readers were shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the Term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each Card Reader at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the Card Reader except by the ordinary wear and tear of such Card Reader. In the event of damage to any Card Reader, Biller shall notify Invoice Cloud who shall replace or repair the Card Reader at Biller's expense.

g. Card Readers and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be, and shall have the duties of, a bailee of the Card Readers. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate affixed to any Card Reader until and unless such Card Reader is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign Card Readers or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of the Master Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of the Card Readers where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of any Card Readers or otherwise enforce the Master Agreement or to collect moneys due hereunder, Biller shall promptly reimburse Invoice Cloud for all expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees.

5. Kiosks.

Kiosks (as described in the Biller Order Form) are provided to Biller on a license basis under a license fee and/or other fees provided in the Biller Order Form. Biller will be fully responsible for all Kiosks, including without limitation all risk of loss and damage to Kiosks, while such Kiosks are in Biller's possession or control, save normal wear and tear. "Kiosks" as used in this Section 5 refers to the kiosks and any firmware, software and components thereto and

applicable documentation included with the kiosks, as the same may be upgraded, modified, and enhanced from time to time.

a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Kiosks for its Customers during the Term of the Master Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Kiosks for purposes reasonably related to the subject matter of the Master Agreement, including, but not limited to, testing, and staging of the Kiosks. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the Kiosk manufacturer and supplier. Any and all intellectual property rights to the Kiosks and Kiosk software shall belong solely to Invoice Cloud and the Kiosk manufacturer and supplier, as applicable. Without limiting the generality of the foregoing, Biller shall not, and shall ensure that any third party under Biller's supervision or control shall not: (a) copy, distribute, modify, translate, adapt or alter the Kiosks, in part or in whole, in any way; (b) decompile, disassemble, unbundle or reverse engineer the Kiosks, nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other confidential or proprietary information contained in or pertaining to the Kiosks, nor may Biller seek to defeat any license encryption mechanisms, translate any part of the Kiosk software, or otherwise attempt to reconstruct the source code of the Kiosk software; (c) rent, lease, lend, or use the Kiosks for time-sharing or bureau use or to publish or host platforms for others to use; (d) take any actions that would cause the Kiosk software to become subject to any open source or quasi-open source license agreement; or (e) create derivative works of Kiosk software. In addition, Biller may not produce, copy, alter, or modify any of the Kiosks or Kiosk packaging or labeling, or combine Kiosks with any other product or services for sale without the prior written consent of Invoice Cloud; such consent may be given or withheld in the sole and absolute discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer/supplier on or to either the Kiosks or any other technical or promotional material related to the Kiosks. Biller will be wholly liable to Invoice Cloud for any misuse of the Kiosks. Except as expressly permitted herein, Biller agrees not to disclose or otherwise make available any part of the Kiosks or Kiosk software to any third person. The Kiosk service does NOT include cash/check collection or armored car services. Kiosks do not provide change back to the Customer. Any extra amount paid is applied to the Customer's next months bill.

b. Delivery. Kiosks shall be delivered to Biller within the timeframe specified in Exhibit D. The delivery date will be confirmed upon receipt of Biller's order. The delivery date will be scheduled only after the initial payment (setup fee plus first month's total fees) as set forth in the Biller Order Form has been received by Invoice Cloud. Shipping of the Kiosks to Biller's designated site is included as part of the fees set forth in the Biller Order Form. Upon termination or expiration of the Master Agreement, Biller may be responsible for any costs to return the Kiosks as determined by Invoice Cloud in its sole and absolute discretion.

c. Pricing Terms. The Tender of Delivery Notice may be transmitted electronically. All sales are final. If Invoice Cloud does not receive payment of the amounts due as set forth in Exhibit A by the applicable due date, a late charge will be assessed beginning on that day and

continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of: (a) the maximum amount permitted by applicable law; or (b) 1.75% per month, or 21% per annum, of the total of the balance due, whichever is less. Any setup or administrative fees are due with the placement of the Kiosk order as set forth in the Biller Order Form. Subsequent monthly transaction fees for the Kiosks are due monthly as set forth in the Biller Order Form.

d. Support and Repair. Technical and customer support teams are available to answer Biller questions and assist with technical issues. For best support, customer service calls should be made from the Kiosk, or in the vicinity of the Kiosk, when calling for assistance in troubleshooting a problem. Customer service is available from 7:00 am to 6:00 pm Monday through Friday, Central Daylight Time, excluding major holidays. Weekend or extended service coverage can be provided upon request. When customer support representatives cannot answer calls immediately due to high call volume, all voicemails will be returned within 8 business hours. E-Mail and faxed inquiries are answered within 8 business hours unless received after hours, in which case Biller's inquiry will be answered the following business day. Contact information for calls and other inquiries will be provided to Biller by Invoice Cloud. **If onsite support is required, a technician will be dispatched within 18 business hours to resolve any issues. Any hardware required for repair or replacement will be shipped within 16 business hours of order placement, unless such repair/replacement is dependent on the manufacturer providing the needed hardware, in which case Invoice Cloud will work with the manufacturer to procure the needed hardware as soon as reasonably practical.** If requested equipment or repair services are not covered under this Master Agreement, a customer support specialist will provide Biller with an estimated or "not to exceed" cost. Because of local and dynamic network security, the customer support specialists and/or the dispatched technician are not allowed to rectify any network issues or assist in changed network configurations. Biller must employ the assistance of their local IT department. In all cases where repair or replacement of a Kiosk or Kiosk component is not possible due to obsolescence, Invoice Cloud may opt to discontinue maintenance and refund all charges for the obsolete Kiosk or Kiosk component for the remaining Term. In such cases, Invoice Cloud will propose, and Biller will have available, the option of upgrading obsolete equipment at an additional cost.

Biller agrees to provide periodic assistance and maintenance as follows:

(1) Periodic Maintenance and Upkeep of the Kiosk

- If the Kiosk has a printer, Biller is responsible for loading paper and clearing any printer jams.
- Biller is responsible for cleaning and calibrating the touch screen.
- Biller is responsible for keeping the external and internal components clean.
- If the Kiosk is connected to the internet, the Biller is responsible for downloading Windows Critical Updates.
- If the Kiosk is connected to the internet, Biller is responsible for loading and running anti-virus software.
- Biller is responsible for rebooting the Kiosk and power cycle components when necessary.

(2) Troubleshooting and Diagnosis

- Biller must contact customer support when a problem is identified.
- Biller must provide 1st line onsite (preferably from the Kiosk) troubleshooting and diagnosis.

- If applicable, the Biller must provide remote access for diagnosis purposes.
- If a technician is required to go onsite for support, Biller must be the point of contact for problem clarification, security clearance, and access to the Kiosk.
- Biller must ship defective equipment back to Invoice Cloud or its designee when necessary.
- Biller must assist with follow up diagnosis and provide Invoice Cloud or its designee with feedback on the resolution.

All costs associated with the repair or replacement of defective hardware components are covered within the scope of the fees set forth in Exhibit A, including parts and labor, with the exception of damage due to improper use, vandalism or acts of nature. Repair or replacement services do NOT include routine day-to-day upkeep and operation of the Kiosk, including replenishing the printer paper supply, correcting paper jams, cleaning the monitor or other Kiosk surfaces, calibrating the monitor, etc.

Local technicians authorized by Invoice Cloud will provide on-site repair or replacement of covered components. On-site services are available for any customer site within a 25-mile radius of a major metropolitan area within the U.S. or other designated service area. On-site response by an authorized technician or service affiliate is guaranteed within 18 business hours, 9 a.m. to 5 p.m. Central Time, Monday through Friday, excluding major holidays (morning calls responded to by next business day, afternoon calls on or before second business day following). Biller agrees to put forth commercially reasonable efforts to help identify and, if possible, correct problems prior to dispatch of service personnel to the Kiosk location, in order to expedite remediation.

e. DISCLAIMER. WITH RESPECT TO THE KIOSKS PROVIDED TO BILLER HEREUNDER, INVOICE CLOUD AND ITS SUPPLIER(S) HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE. NEITHER INVOICE CLOUD NOR ITS SUPPLIER(S) WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND INVOICE CLOUD'S OR ITS SUPPLIER(S)' CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

f. Term and Effect of Termination. Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four (4) weeks from date of delivery to Biller of each applicable Kiosk or the date that the Kiosk is operational. Notwithstanding anything to the contrary in the Master Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Master Agreement, in the event that the Master Agreement or any order relating to Kiosks is terminated by the Parties, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the Kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud for the Kiosks through the end of the later of the Term referenced in the Master Agreement or the term of the Kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months remaining in the applicable term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer or supplier for services or parts

procured, and (d) any committed and non-cancellable amounts for Kiosks or equipment related thereto purchased by Invoice Cloud as a result of Biller's order of Kiosks. Upon termination or expiration of the Master Agreement, Invoice Cloud shall be entitled to immediate recovery of the Kiosks from any Biller location. Biller hereby grants Invoice Cloud and/or the Kiosk supplier any and all rights and easements necessary to obtain and recovery the Kiosks upon termination or expiration of the Master Agreement.

g. Pre-Shipment Integration and Testing. Prior to shipment, all Kiosks and Kiosk components will be assembled, integrated, and tested, and all software and applicable content will be installed. Pre-shipment services include, but are not limited to:

- Installation of necessary hardware drivers, certificates, etc.;
- Installation of all peripheral devices;
- Installation of Kiosk signage;
- Pre-installation hardware quality assurance and quality control; and
- Pre-installation software/content qualify assurance and quality control.

h. Project Management. A Project Manager will be assigned to coordinate Kiosk arrival. The Project Manager will identify and document the details (graphical, technical, and informational) required to provide the necessary Kiosk functionality. Upon finalizing the design and throughout the production phase, the Project Manager will coordinate the activities of graphic designers, data entry personnel, hardware technicians, programmers, and assistive technology subject matter experts, as applicable, to complete and finalize the Kiosks for delivery. The Project Manager will also provide site coordination with Biller's designated site manager, the shipping company, and the Kiosk installation technician, to include: (a) advising the Biller on requirements for system installation; (b) verifying site readiness prior to installation, including Internet service; and (c) coordinating schedules for on-site technicians, based upon Biller's availability and preferences.

i. Responsibilities of Biller.

1. Biller will be responsible for the following: (i) providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) protecting the confidentiality of Customer Data and end users' data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and the manufacturer and supplier will have no liability therefore. Biller is solely responsible for: (i) adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information, (ii) protecting the confidentiality of any information stored on Biller's servers, and (iii) using the Kiosks in the manner instructed by Invoice Cloud and the manufacturer/supplier and otherwise in the manner intended.

2. Biller shall be solely responsible for ensuring that Biller's employees and contractors are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure

that (a) Biller's use of the applicable network connection is secure and is used only for authorized purposes, and (b) Biller's business records and data are protected against improper access, use, loss, alteration and destruction.

3. Biller's local Kiosk administrator(s), as designated and appointed by Biller, are solely responsible for updating Biller's installed Kiosks with critical updates and service packs as they become available, in similar fashion to updates performed on other computers on Biller's network. Antivirus software is NOT included in the standard Kiosk configuration. Biller's local Kiosk administrator(s), as designated and appointed by Biller, are solely responsible for installing antivirus software and ensuring that the virus definition files are kept current.

4. Biller agrees to take all reasonable and necessary precautions to secure and protect the Kiosks. Biller agrees to provide a secure physical location with sufficient electrical power for all Kiosk equipment located at Biller's site. Biller shall defend, indemnify and hold harmless Invoice Cloud and the Kiosk manufacturer and supplier from and against any losses or damages caused by a failure of Kiosk site security at or within Biller's premises or criminal misconduct directed at or involving or impacting the Kiosks.

5. Biller shall provide Invoice Cloud or the manufacturer/supplier with physical access to the Kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the Kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the Kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the Term, Biller shall be responsible to de-install all Kiosks, return all Kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which the Kiosk was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the Term, reasonable wear and tear excepted. Biller shall use, and shall ensure that the Kiosks are at all times used, in a workmanlike manner and in such manner as will not damage or injure the Kiosks except by the ordinary wear and tear of such Kiosks. In the event of damage to any Kiosks, Biller shall promptly notify Invoice Cloud who shall facilitate the replacement or repair of the Kiosks at Biller's expense.

j. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain their character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud or the manufacturer or supplier, as applicable. Biller shall be and shall have the duties of a bailee of the Kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate affixed to Kiosks. Biller shall not permit any liens or security interests to attach to the Kiosks. If Biller sells, assigns or attempts to sell or assign Kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud or the manufacturer/supplier may immediately and without notice take possession of Kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of

Kiosks or otherwise enforce the Master Agreement or to collect moneys due hereunder, Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such effort, including reasonable attorney's fees.

6. Print and Mail Services.

a. Print and Mail Services. During the Term of the Master Agreement, Invoice Cloud will provide data processing, printing and mailing services (“DPPM Services”). The DPPM Services consist of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.

i. *Data Transfer and Processing.*

- Biller shall transmit data to Invoice Cloud or its designee in an agreed upon format. Should Biller make changes to data file format after initial setup is complete, Biller agrees to pay for the professional services required to accommodate the new file format.
- Biller will monitor transfer confirmation emails to ensure Invoice Cloud or its designee is in receipt of the data. Biller acknowledges that Invoice Cloud will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Biller.
- A File Transfer Report will be emailed to the Biller representatives who have opted-in to this email. A copy of this report will also be made available to download.
- Biller will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Biller can see both the original input file name and the assigned “Job Code”.
- Invoice Cloud or its designee will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation;
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces; and
 - Stay current with all USPS regulations required to mail presorted first-class mail.
- Invoice Cloud or its designee will optionally provide proofs of the final print-ready PDF files to Biller to be reviewed and approved before printing begins (if requested by Biller).

ii. *Document Printing and Mailing.*

- Batches are printed using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by Biller workflow.

- After a batch of mail is completed, it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Biller representatives who have opted-in to this email. A copy of this report will also be made available to download.
 - Finished mail pieces are delivered to the USPS within one (1) business day. If samples (proofs) are requested by Biller, then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:00PM local time at the production facility designated for Biller's account. If samples are required by Biller, then they must be approved by 3:30PM local time for the file to be mailed by the next business day.
- iii. *Custom Forms/Envelopes.* If Biller requests that fees for DPPM Services include the cost of custom Biller-specific materials, then Biller understands and agrees that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Biller agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Biller stops using the DPPM Services for any reason. Biller agrees to purchase the remaining supply of custom forms/envelopes upon Biller's request to change the custom forms/envelopes before the supply has been depleted.
- iv. *USPS Postage Rates.* Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any Invoice Cloud service or materials fees. Biller understands and acknowledges that postage fees can change at any time per USPS regulations. In no event shall any change in the postage rates affect the DPPM service or materials fees. Biller will be invoiced the amount of excess for overweight and foreign mail.
- v. *Postage Deposit.* Invoice Cloud or its designee purchases the postage needed to mail Biller documents on the day of mailing. The postage charges are later invoiced to Biller based on the Biller's payment terms. Invoice Cloud requires Biller to submit a postage deposit prior to the first mailing to facilitate the payment terms. Invoice Cloud acknowledges that the required postage deposit has already been submitted by Biller as of the Effective Date of the Master Agreement. This amount will remain in deposit for the duration of the Master Agreement. Upon the expiration or termination of the Master Agreement, Biller must pay in full any outstanding invoices from Invoice Cloud for payables created under this Master Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid. The postage deposit is subject to an annual review and may be adjusted to account for changes to Biller average mailing volume or changes to USPS postage rates. There will be no more than one (1) adjustment requested per year. The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate.
- vi. *Demo and Testing.* Invoice Cloud or its designee will provide Biller with a demo instance of the DPPM system to approve configuration and simulation of DPPM

Services. Upon Biller approval of the demo instance of the DPPM system and sample outputs from the DPPM Services, Invoice Cloud or its designee will create a copy of the demo system in production for completion of final User Acceptance Testing (UAT). Biller will be given the UAT period to complete internal testing prior to initiating live production.

b. Disclaimers.

- i. *General Disclaimers.* Invoice Cloud and its licensors and payment processors do not represent or warrant that (i) the use of the DPPM Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the DPPM Services will not delay in processing or paying to the extent such delay is caused by events or occurrences outside of the control of Invoice Cloud or its subcontractors. DPPM Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Invoice Cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. In performing the DPPM Services, Invoice Cloud is responsible for producing for print or online display the content that Biller provides to Invoice Cloud. Invoice Cloud is not responsible for reviewing the content that Biller Provides for spelling or typos, nor is Invoice Cloud responsible for verifying the accuracy or legality of the content that Biller provides. It is Biller's sole responsibility to verify that the content that Invoice Cloud's applications will produce on Biller's behalf is appropriate for distribution.
- ii. *Inbound Communications Services Disclaimer.* Inbound communication services are intended to receive communications and data from Biller to facilitate the performance of the DPPM Services. While the inbound services have been created with industry standard tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, equipment failure, email address changes, and Internet service disruptions. Biller acknowledges that it is aware of the potential hazards associated with using such infrastructure, and agrees it will be responsible for ensuring Invoice Cloud or its designee is in receipt of any communication or data destined for Invoice Cloud or its designee. Biller hereby releases Invoice Cloud from any and all liability that results from an unsuccessful communication or data transfer to Invoice Cloud or its designee (*i.e.*, one which does not produce a confirmation receipt from Invoice Cloud or its designee).
- iii. *Outbound Communications Services Disclaimer.* Outbound communication services are intended to create additional methods of communication for Biller in support of existing processes. These services are not intended to replace all interaction with Biller's Customers, end users or employees. While the outbound

services have been created with industry standard tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound communication services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Biller acknowledges that Biller is aware of the potential hazards associated with relying on an automated outbound communication service feature when using the DPPM Services. Biller agrees that it is waiving in advance any right to make any claim against Invoice Cloud arising from, and Biller forever releases Invoice Cloud from, any and all liability caused by: (a) any failed USPS delivery; and (b) any failed email delivery. Such release shall include instances where Biller, Biller’s employees, or Biller’s Customers or end users suffer injury or damage due to the failure of outbound communication services to operate, even though Invoice Cloud may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to Invoice Cloud’s or its subcontractors’ gross negligence or willful misconduct.

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

a. License. For and in consideration of the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller’s internal use only.

b. Indemnification. Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p) and will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney’s fees and expenses, incurred by Invoice Cloud or its licensor as a result of any act or omission by Biller.

c. Legal Compliance. Notwithstanding anything to the contrary in the Master Agreement or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller’s benefits and uses of the IVR, and the instructions and directions provided for Biller’s use of the IVR. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. No Warranty. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED, WRITTEN OR

ORAL, RELATING TO THE IVR UNDER THE MASTER AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE IVR OR SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THAT THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. Biller acknowledges that IVR is provided through telephone and electronic devices and Biller shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using the IVR.

8. Modification. These Biller Terms and Conditions may be modified by Invoice Cloud as a result of changes in applicable law, regulatory requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements.

9. California Consumer Privacy Act of 2018

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

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

10. Service Level Agreements.

(1) Electronic Bill Presentment and Payment (EBPP) Services – Invoice Cloud Customer Portal Service Level Agreement.

- a. *Receipt and Presentment of Bill Data on Biller’s Direct Site.* Invoice Cloud shall process, and make available to Customers on the Invoice Cloud Customer Portal within twelve (12) hours of Invoice Cloud’s receipt, all bill files received from Biller every business day; *provided that:* (i) Biller delivers such bill files in the format, and to the location, agreed-upon by Invoice Cloud and Biller during the Implementation; and (2) such bill files are free from errors that would cause a load failure.

- b. *Invoice Cloud Customer Portal Availability.* Invoice Cloud commits to a 99.0% Monthly Uptime for the Invoice Cloud Customer Portal. While Invoice Cloud utilizes consistent maintenance windows whenever possible, Biller understands and acknowledges that at times Invoice Cloud may need to make emergency changes for security and other reasons.
 - i. Monthly Uptime. Invoice Cloud measures Monthly Uptime as the number of minutes per month when the Invoice Cloud Customer portal is available, as calculated below.
 - ii. Excluded Downtime. The following events or issues will not be counted toward Downtime (such events/issues are referred to collectively as "Excluded Downtime"):
 1. "Scheduled Downtime" to complete maintenance including system upgrades and updates.
 2. Issues related to integrations configured by Biller and any configuration or performance issues related thereto.
 3. Issues related to payment processors or other third parties such as Paya and Chase.
 4. Network problems which are beyond Invoice Cloud’s control such as Biller’s internet connection, firewall, or routing configurations preventing data from flowing to or from Invoice Cloud, or faulty routing tables between Biller’s internet service provider and Invoice Cloud’s servers.
 5. Issues related to the performance of Biller’s billing system, vendors, subcontractors, or other third parties that are outside of Invoice Cloud's control and management.
 6. "Force Majeure" events as defined in Section [13] of the Master Agreement.
 7. Any other issues or events that are beyond Invoice Cloud's reasonable control.
 - iii. Calculating Monthly Uptime. "Monthly Uptime" is the percentage of total minutes in a month when the Invoice Cloud Customer Portal was available to Biller’s Customers. This is calculated by dividing the number of uptime minutes in the month (all uptime minutes plus Excluded Downtime as

defined above) by the total number of minutes in that month. “Downtime” is the time when the Invoice Cloud Customer portal is not available to Biller’s Customers excluding any Excluded Downtime.

- iv. **Scheduled Downtime.** Invoice Cloud may occasionally need to perform maintenance to augment the Invoice Cloud Customer Platform’s security or reliability, or to install major system upgrades (“Scheduled Downtime”). Invoice Cloud shall endeavor to schedule such Scheduled Downtime on the third Sunday of each month, between the hours of 5:00 am to 8:00 am Eastern Time; *provided, however,* that Biller understands and acknowledges that Scheduled Downtime for maintenance performed by Invoice Cloud may occur outside of the day and timeframe specified herein, so long as Invoice Cloud provides Biller and Customers with at least forty-eight (48) hours’ advance notice of such maintenance whenever possible under the circumstances. Invoice Cloud will notify Biller’s Customers via Biller’s applicable website and IVR. Invoice Cloud publishes a maintenance schedule for the entire year at the beginning of each calendar year.
- v. **Service Credit Calculation.** In the event that Monthly Uptime is less than 99.0% as measured within a given calendar month, then the Biller will be entitled to a credit, as provided in the table below, applied against the fees paid to Invoice Cloud by Biller for ACH transactions (including Chargebacks and reversals) for that calendar month, as such fees are set forth in Exhibit A, as the Biller’s sole and exclusive remedy for Downtime, lack of availability or outages incurred in that calendar month, as follows:

Monthly Uptime measured in a Calendar Month	Credit - Percentage applied against the fees paid to Invoice Cloud by Biller for ACH transactions (including Chargebacks and Reversals) for that Calendar Month
Less than 99.0% but greater than or equal to 98.0%	3%
Less than 98.0% but greater than or equal to 95.0%	5%
Less than 95.0%	10%

(2) Print and Mail/DPPM Services – Service Level Agreement.

- a. Invoice Cloud agrees to the following service levels for DPPM Services:
 - i. Hosted web applications for the DPPM Services will maintain a 99.0% Monthly Uptime.

1. Monthly Uptime. Invoice Cloud measures Monthly Uptime as the number of minutes per month when the hosted web applications for the DPPM Services are available, as calculated below.
2. Excluded Downtime. The following events or issues will not be counted toward Downtime (such events/issues are referred to collectively as "Excluded Downtime"):
 - (a) "Scheduled Downtime" to complete maintenance including system upgrades and updates.
 - (b) Issues related to integrations configured by Biller and any configuration or performance issues related thereto.
 - (c) Network problems which are beyond Invoice Cloud's control such as Biller's internet connection, firewall, or routing configurations preventing data from flowing to or from the hosted web applications, or faulty routing tables between Biller's internet service provider and the hosted web applications.
 - (d) Issues related to the performance of Biller's billing system, vendors, subcontractors, or other third parties that are outside of Invoice Cloud's control and management.
 - (e) Errors or delays caused by Biller.
 - (f) "Force Majeure" events which include, but are not limited to, war or region-wide calamity that no vendor could reasonably prevent against using commercially available disaster preparedness techniques. For purposes of measuring the service levels of the DPPM Services only, Force Majeure events do not include routine natural disasters, such as an earthquake, fire, or similar routine disaster that would necessitate the transfer of the DPPM Services to a disaster recovery facility.
 - (g) Any other issues or events that are beyond Invoice Cloud's or its subcontractors' control.
3. Calculating Monthly Uptime. "Monthly Uptime" is the percentage of total minutes in a month when the hosted web applications for the DPPM Services were available to Biller and/or Biller's Customers. This is calculated by dividing the number of uptime minutes in the month (all uptime minutes plus Excluded Downtime as defined above) by the total number of minutes in that month. "Downtime" is the time when the hosted web applications for the DPPM Services are not available to Biller and/or Biller's Customers excluding any Excluded Downtime.
4. Scheduled Downtime. Maintenance may occasionally need to be performed to augment the security or reliability of the hosted web applications for the DPPM Services, or to install major upgrades ("Scheduled Downtime"). Invoice Cloud shall provide Biller and Customers, as applicable, with at least forty-eight (48) hours'

advance notice of such maintenance whenever possible under the circumstances.

- ii. Customer-facing documents created as part of the DPPM Services will be produced and distributed exactly as displayed in the Biller-approved sample file.
- iii. Customer-facing documents created as part of the DPPM Services will be printed on the correct forms and inserted into the correct envelopes (as agreed-upon by the parties).
- iv. Customer-facing documents created as part of the DPPM Services will be printed and mailed the next business day following receipt from Biller.
- v. Completed job batch reports will be provided within twenty-four (24) hours.

b. *Service Credits.*

- i. In the event that a batch of documents is not printed and mailed within twenty-four (24) hours of receipt of the applicable files from Biller on which the documents are based, Biller shall receive a credit in an amount equal to ten percent (10%) of the "Service Fee" applied for the overdue batch of documents, for *each* business day after the initial 24-hour period during which the overdue batch of documents is not printed and mailed. This 10% credit shall NOT apply to fees for postage or materials (printed stock, envelope stock, etc.). For purposes of this Section 10(2), "Service Fee" shall mean the combination of the Data Processing Fee and Printing and Mailing Fee as set forth in Appendix 1 to Exhibit A.
- ii. If the data contained in the Customer-facing documents created as part of the DPPM Services are not output as displayed in the Biller-approved sample file, Biller shall receive a credit in an amount equal to:
 - 1. Fifty percent (50%) of the "Service Fee" applied for the differing Customer-facing documents, where the output issue or error did not impact all documents in the batch or did not impact the ability of Customers to understand the documents and remit payments.
 - 2. One hundred percent (100%) of the "Service Fee" applied for the differing Customer-facing documents, where the output issue or error affected all documents in the batch or materially adversely impacted the ability of Customers to understand the documents and remit payments (*e.g.*, inaccurate data was printed due to a data processing error).
- iii. Service Credit Exceptions: Biller shall NOT be entitled to a service credit as outlined above if the errors or delays resulting in the service level failure were caused by: (i) Biller; or (ii) a "Force Majeure" event which includes, but is not limited to, for purposes of measuring the service levels of the DPPM Services only, war or region-wide calamity that no vendor could reasonably prevent against using commercially available disaster preparedness techniques. For purposes of measuring the service levels of the DPPM Services only, Force Majeure events do not include routine natural disasters, such as an earthquake, fire, or similar routine disaster that

would necessitate the transfer of the DPPM Services to a disaster recovery facility.

(3) Card Readers – Service Level Agreement.

a. *Card Reader Web Portal Availability.*

- i. Invoice Cloud commits to a 99.0% Monthly Uptime for the Card Reader Web Portal. While Invoice Cloud utilizes consistent maintenance windows whenever possible, Biller understands and acknowledges that at times Invoice Cloud may need to make emergency changes for security and other reasons.
- ii. Monthly Uptime. Invoice Cloud measures Monthly Uptime as the number of minutes per month when the Card Reader Web Portal is available, as calculated below.
- iii. Excluded Downtime. The following events or issues will not be counted toward Downtime (such events/issues are referred to collectively as "Excluded Downtime"):
 1. "Scheduled Downtime" to complete maintenance including system upgrades and updates.
 2. Issues related to integrations configured by Biller and any configuration or performance issues related thereto.
 3. Issues related to Biller's failure to properly install, use or maintain a Card Reader in accordance with the requirements of Section 4 above.
 4. Issues related to payment processors or other third parties such as Paya and Chase.
 5. Network problems which are beyond Invoice Cloud's control such as Biller's internet connection, firewall, or routing configurations preventing data from flowing to or from Invoice Cloud, or faulty routing tables between Biller's internet service provider and Invoice Cloud's servers.
 6. Issues related to the performance of Biller's billing system, vendors, subcontractors, or other third parties that are outside of Invoice Cloud's control and management.
 7. "Force Majeure" events as defined in Section [13] of the Master Agreement.
 8. Card Reader Hardware issues or failures as described below, which are subject to their own service level requirements and remedies.
 9. Any other issues or events that are beyond Invoice Cloud's reasonable control.
- iv. Calculating Monthly Uptime. "Monthly Uptime" is the percentage of total minutes in a month when the Card Reader Web Portal was available to Biller's Customers. This is calculated by dividing the number of uptime minutes in the month (all uptime minutes plus Excluded Downtime as defined above) by the total number of minutes in that month. "Downtime"

is the time when the Card Reader Web Portal is not available to Biller’s Customers excluding any Excluded Downtime.

- v. **Scheduled Downtime.** Invoice Cloud may occasionally need to perform maintenance to augment the Card Reader Web Portal’s security or reliability, or to install major system upgrades (“Scheduled Downtime”). Invoice Cloud shall endeavor to schedule such Scheduled Downtime on the third Sunday of each month, between the hours of 5:00 am to 8:00 am Eastern Time; *provided, however,* that Biller understands and acknowledges that Scheduled Downtime for maintenance performed by Invoice Cloud may occur outside of the day and timeframe specified herein, so long as Invoice Cloud provides Biller with at least forty-eight (48) hours’ advance notice of such maintenance whenever possible under the circumstances.
- vi. **Service Credit Calculation.** In the event that Monthly Uptime is less than 99.0% as measured within a given calendar month, then the Biller will be entitled to a credit, as provided in the table below, applied against the fees paid to Invoice Cloud by Biller for ACH transactions (including Chargebacks and reversals) for that calendar month, as such fees are set forth in Exhibit A, as the Biller’s sole and exclusive remedy for Downtime, lack of availability or outages incurred in that calendar month, as follows:

Monthly Uptime measured in a Calendar Month	Credit - Percentage applied against the fees paid to Invoice Cloud by Biller for ACH transactions (including Chargebacks and Reversals) for that Calendar Month
Less than 99.0% but greater than or equal to 98.0%	3%
Less than 98.0% but greater than or equal to 95.0%	5%
Less than 95.0%	10%

- vii. **Termination Rights.** If Invoice Cloud misses its Monthly Uptime commitment for three (3) consecutive months during the Term, then no later than thirty (30) days after the end of such three consecutive months, Biller may elect to terminate the Card Reader services with immediate effect per written notice to Invoice Cloud, with no further obligation other than: (i) payment for Card Reader services provided to Biller prior to Biller’s termination, minus any applicable service credits applied; and (ii) Biller must promptly return all Card Readers in its possession to Invoice Cloud. For the avoidance of doubt, Biller’s termination rights hereunder are limited to termination of the Card Reader services only, and nothing in this paragraph shall entitle Biller to terminate the Master Agreement in its entirety.

- b. *Card Reader Hardware Service Level and Credit.* Upon Invoice Cloud's receipt of a defective Card Reader and determination that a replacement Card Reader is necessary (as such determination is specified and dated in the applicable support/helpdesk ticket made available to Biller), Invoice Cloud shall deliver a replacement Card Reader to a commercial shipping service within seventy-two (72) hours of issuing such determination for shipment to Biller. In the event that a replacement Card Reader is not delivered to a commercial shipping service within that 72-hour window, Biller shall be paid a credit applied against the monthly license/subscription fee for the defective Card Reader for that given month (as set forth on the Biller Order Form) that is pro rata based on the number of business days after the expiration of the 72-hour window during which the overdue replacement Card Reader is not delivered to a commercial shipping service for shipment to Biller.
- (4) Service Level Agreement Reporting. Invoice Cloud agrees to provide Biller with monthly performance reports to demonstrate its adherence to the service level agreements set forth in this Section 10.
- (5) Nonconformities. Except as otherwise explicitly set forth herein, Invoice Cloud's failure to comply with the service level requirements set forth in this Section 10 shall not constitute a breach or default under the Master Agreement. Except where a specific service level credit or penalty is explicitly designated herein, Biller's sole and exclusive remedy for nonconformance with the service level agreements set forth in this Section 10 shall be Invoice Cloud's correction of such nonconformance. Where a specific service level credit or penalty is explicitly designated herein, Biller's sole and exclusive remedy for nonconformance with the applicable service level agreement set forth in this Section 10 shall be Invoice Cloud's issuance of such credit or penalty amount to Biller.
- (6) Notification. Biller must notify Invoice Cloud of a service level failure in writing within three (3) business days following the last business day of the month in which the service level failure occurred, in order to be entitled to obtain a credit (as applicable).

EXHIBIT D TO THE AGREEMENT FOR BILL PRINTING, MAILING SERVICES, E-BILL PRESENTMENT, AND ELECTRONIC PAYMENTS

PROJECT SCHEDULE AND SPECIFICATIONS

To Include: Project Schedule, Summary of Scope

Open Items Based on Meeting with Ocala Team on 4/19/2022:

- POS device integration approach (Cogsdale or Biller Portal) – IC to discuss with Cogsdale this week
- Confirmation of POS device selection and accessories – Ocala indicated they would like 8 desktop and 2 portable devices. Will share accessory options with Ocala then provide pricing based on selection
- Relocate/reinstall one kiosk from current location to new community center when ready – IC to provide price quote
- Exceleton integration for prepay account balances – Determine if this was in scope or additional project and timing