

AMENDMENT NO. 8 TO MASTER SERVICES AGREEMENT EFFECTIVE SEPTEMBER 16TH 2014

This Amendment No. 8 ("Amendment 8") amends the Master Services Agreement effective as of September 16th 2014 ("Effective Date") which was modified by the Amending Agreement (to include Misc Government) effective December 15th, 2014 ("Amendment No. 1"), Amending Agreement (to include Corresponding Paymentus Services Fees) effective December 14th, 2015 ("Amendment No. 2"), Amending Agreement (to include Misc Government Convenience fee Model) effective October 25th, 2016 ("Amendment No. 3"), Amending Agreement (to include Enterprise Communication Manager) effective March 28th, 2017 ("Amendment No. 4") Amending Agreement (to increase the Maximum Payment amount) effective July 26th 2018 ("Amendment No. 5") Amending Agreement (ACH Agreement Amendment) effective October 22nd, 2018 ("Amendment No. 6") Amending Agreement (to include Amex) effective February 11th 2019 ("Amendment No. 7") (collectively the "Agreement") between City of Olathe ("Client" or "Customer") with a principal place of business located at 1385 S Robinson Olathe, KS 66051 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 ("Paymentus"). Customer and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 8 is effective at the time both Parties have signed this Amendment No. 8.

STATEMENT OF PURPOSE

Customer and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to update pricing and payment methods for Schedule A and Schedule B.

The Parties currently desire to amend the Agreement to extend the term through March 16, 2024.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 8 as follows:
 - 1.1 Schedule A ("Paymentus Service Fee Schedule") and Schedule B ("Additional Payment Services") of the Agreement is hereby deleted and the new Schedule A and Schedule B below here to is substituted in lieu thereof.
 - 1.2 The parties now wish to amend Section 8.1 (Term) of the Master Service Agreement to extend the contract term through March 16, 2024. At the end to the Term, this agreement will automatically renew for a period of three (3) years, unless either Customer (City of Olathe) or Paymentus provides the other party with not less than six (6) months prior written notice if intent not to renew.

2. Miscellaneous:

2.1 This Amendment No.8 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 8 remain in full force and effect.

2.3 This Amendment No. 8 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 8 to be executed by their duly authorized representatives.

City of Olathe, KS:

By: 
John W Bacon (Mar 24, 2021 15:22 CDT)

Name: John W Bacon

Title: Mayor

Date: 3/24/21

Paymentus:

By: 

Name: David Shapiro

Title: Senior Vice President

Date: March 30, 2021

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the **Customer** will be based on the following tables:

Absorbed Fee Model	
Utility Payments	
<ul style="list-style-type: none"> Average bill amount is \$105.00 	
Paymentus Service Fee per Utility Rate Program transaction:	
<ul style="list-style-type: none"> Credit/Debit Card Transactions (Visa, MasterCard, Discover Utility Rate) 	Interchange plus 0.10% Basis Points, plus \$0.10 per payment authorization
<ul style="list-style-type: none"> American Express 	Interchange plus 0.10% Basis Points, plus \$0.10 per payment authorization
<ul style="list-style-type: none"> Virtual Wallet (PayPal; PayPal Credit; Venmo; Amazon) 	1.50% of total dollar amount or \$1.00; whichever is greater
<ul style="list-style-type: none"> ACH/eCheck 	\$0.30 per transaction
<ul style="list-style-type: none"> IVR technology 	\$0.70 per transaction
<p>*Maximum payment amount per transaction is \$25,000.00 Multiple payments can be made.</p>	

Miscellaneous Governmental Services: All Non-Utility payment types	
Paymentus Service Fee per transaction:	
<ul style="list-style-type: none"> Credit/Debit Card Transactions (Visa, MasterCard, Discover and Amex) 	2.80% of total dollar amount or \$1.25; whichever is greater
<ul style="list-style-type: none"> Virtual Wallet (PayPal; PayPal Credit; Venmo; Amazon) 	1.50% of total dollar amount or \$1.00; whichever is greater
<ul style="list-style-type: none"> ACH/e-Check Transactions 	\$0.30 per transaction
<p>The Maximum Payment Amount shall be \$10,000.00 per transaction. Multiple payments can be made.</p>	

Miscellaneous Governmental Services: Taxi Services and False Alarms

- Average bill amount is \$85.00

Paymentus Service Fee per transaction:

- Credit/Debit Card Transactions (Visa, MasterCard, Discover) \$1.95 per transaction
- IVR Technology (*optional*) \$0.70 per transaction
- ACH/e-Check Transactions \$0.30 per transaction

The Maximum Payment Amount shall be \$200.00 per transaction.

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Schedule A – Paymentus Service Fee Schedule (continued)

Paymentus Service Fee charged to the **User** will be based on one of the following tables:

Payment Type (Convenience Fee Model)	Paymentus Service Fee
<p>Miscellaneous Governmental Services – All Non-Utility transactions</p> <ul style="list-style-type: none"> • Credit/Debit Card (Visa, MasterCard, Discover, PayPal, Venmo; Amazon and ACH/e-Check <p>Maximum amount per payment is \$10,000.00 (multiple payments can be made)</p>	<p>2.95% of total dollar amount or \$1.25; whichever is greater</p>

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to migrate risk.

Schedule B – Additional Paymentus Services

Paymentus Service Fee charged to **Customer** will be based upon the following table:

Paymentus Enterprise Communication Manager (ECM)

Paymentus Enterprise Communications consists of outbound IVR (Integrated Voice Response – automated phone messaging), email, and SMS (Short Message Service – Text Messaging). There is no charge to the Customer for the infrastructure enabling these services.

The fee to the Customer is charged on a per use basis, as follows:

- IVR Outbound Message \$0.15 per call
- Email Outbound Message \$0.05 per email message
- SMS Outbound Message \$0.05 per message (Available Upon Request)

Fee Structure:

- ☐ Up to 5,000 combined messages (IVR, Email or SMS) per month: No Charge
- ☐ In excess of Allotted Messages per month:
 - \$0.15 per IVR message
 - \$0.05 per Email message
 - \$0.05 per SMS message
- ☐ The cost for customization of your outbound messages by Paymentus: No Charge

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Paymentus Corporation, hereinafter "Consultant" (collectively, the "Parties").

City is in need of certain professional services in the field of online payment collection with a credit, debit card or electronic check identified in **Exhibit A** (the "Services"), attached hereto and incorporated herein by reference; and

Consultant has expertise in online payment collection with a credit, debit card or electronic check and activities related to the Program as more particularly described in **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the City hereby contracts with Consultant for the furnishing of certain Professional Services (as defined herein) described in **Exhibit A** based on Consultant's proposal in **Exhibit B**. By executing this Agreement, the Consultant represents to City that Consultant is qualified to perform the work of this Program and is licensed to practice online payment collection with a credit, debit card or electronic check by all public entities having jurisdiction over Consultant.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas.

"Consultant" means the company or individual identified on pg. 1, herein.

"Contract Documents" means those documents so identified in this Agreement and incorporated herein by reference. All terms defined herein shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Consultant Documents" means any and all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services and all other acts, duties, and services required of Consultant under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Program Manager" means the person employed and designated by City to act as the City's representative for the Program.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees on fees as defined in Exhibit C.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Additional Services: Consultant shall provide, with City's concurrence, services in addition to those listed in Exhibits A and B, when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consultant must submit a proposal outlining the additional services to be provided.
2. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Program. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee. Consultant shall not be paid extra by City if its appearance is to defend its Professional Services.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant shall furnish and perform the various Professional Services and duties to which this Agreement applies as herein provided and which are required for the execution of the contract as more particularly described in Exhibits B and C.

A. GENERAL DUTIES AND RESPONSIBILITIES

1. **Personnel:** Consultant shall assign only qualified personnel to perform any service concerning the Program. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Program: Tony Clancy. As principal on this Program, this person shall be the primary contact with the City Program Manager and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on this Program.
2. **Subcontracting of Service:** Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide the City with certification thereof. Any work completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the work.
3. **Standard of Care.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional

under similar conditions. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City shall provide to Consultant information and criteria regarding City's requirements for the Program; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. DUTIES

City shall furnish and perform the various duties and services in all phases of the Program which are designated as the City's responsibility.

C. PROGRAM AND BUDGET

City shall provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to the City's objectives, schedule, or constraints, with reasonable contingencies, and other necessary criteria for the Program.

D. ADMINISTRATIVE SERVICES

City shall furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Program. However, in no event shall any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor shall Consultant serve any other role than as an independent contractor of the City.

E. PROGRAM REPRESENTATIVE

The City shall designate a Program Manager to represent the City in coordinating this Program with Consultant. The City's Program Manager will have the authority to transmit instructions

and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION/EXTENSION

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) by providing sixty (60) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant shall, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services shall be required of Consultant in order to bring the Program to a reasonable termination in accordance with the request of City. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant shall notify the City by written notice of its intent to terminate and the City shall have sixty (60) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant or City terminate the contract solely for its convenience without cause.

3. **Compensation for Cause Termination:** If City shall terminate for cause or default on the part of Consultant, City shall compensate Consultant for the reasonable cost of Professional Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Program should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consultant's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. INSURANCE

1. General: The Consultant shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consultant shall provide certificates of insurance and renewals thereof on forms acceptable to the City (Exhibit D – Certificate of Insurance). The City shall be notified by receipt of written notice from the Consultant at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate of Insurance.
2. Notice of Claim Reduction of Policy Limits: The Consultant, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consultant's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. Consultant shall promptly reinstate the original limits of liability

required hereunder and shall furnish evidence thereof to the City.

3. **Commercial General Liability:**

Limits -
General Aggregate: \$2,000,000
Personal & Advertising Injury: \$1,000,000
Each Occurrence: \$1,000,000

The insurance certificate shall name the City of Olathe as "Additional Insured."

4. **Automobile Liability:** Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -
Each Accident, Combined Single Limits, Bodily Injury and Property Damage:
\$1,000,000

The insurance certificate shall name the City of Olathe as "Additional Insured."

5. **Worker's Compensation:** This insurance shall protect the Consultant against all claims under applicable state workers' compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident: \$ 500,000 Each Accident
Bodily Injury by Disease: \$ 500,000 Policy Limit
Bodily Injury by Disease: \$ 500,000 Each Employee

6. **Professional Liability:** The Consultant shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00)

(\$10,000) or less in aggregate.

2. Kansas Age Discrimination in Employment Act. The Consultant further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

F. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

G. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any Third Party.

H. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and is not an agent or employee of the City.

I. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise

recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. APPLICABLE LAW AND COMPLIANCE WITH LAWS

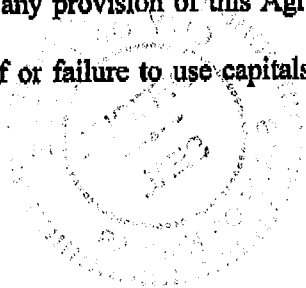
This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Professional Services or the Project at the time Professional Services are rendered.

K. LICENSES, PERMITS & CERTIFICATES

Consultant shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

L. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.



M. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

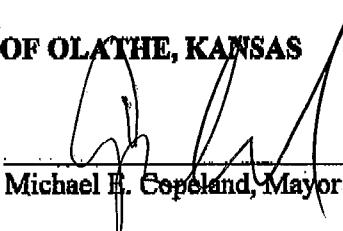
N. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this 16TH day of

SEPTEMBER 2014.

CITY OF OLATHE, KANSAS

By:


Michael E. Copeland, Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


Deputy City Attorney



Paymentus Corporation

By:


Jerry Portocalis, SVP

TABLE OF CONTENTS OF EXHIBITS

Exhibit A	City RFQ/RFP
Exhibit B	Consultant's Response to the RFQ/RFP
Exhibit C	Certificate of Insurance

**Exhibit A
City RFQ/RFP**



City of Olathe
Procurement Division
100 E. Santa Fe, 2nd Floor
PO Box 768
Olathe, Kansas 66051-0768
Robin Lynes, CPPO, CPPB
Lead Procurement Specialist
(913) 971-8926 Phone
(913) 971-8719 Fax

14-4515

Request for Qualification

Harris Computer Systems – NorthStar Software Preferred Payment Processor

June 6, 2014

TO: Harris Computer Systems Preferred Vendors

The City of Olathe is requesting qualifications from Harris Computer Systems preferred payment processing vendors to provide payment options/processing services for the City of Olathe, Customer Service Utility Billing that interfaces with NorthStar software.

Carefully review this Request for Qualification, it provides specific technical information necessary to aid participating firms in formulation of a thorough response. Should you elect to participate, electronically submit your response to ralynes@olatheks.org on or before 3:00 p.m. July 9, 2014. Late or incomplete responses will not be accepted.

Respondent shall make NO CONTACT – either written or verbal – with City of Olathe Council Members, City of Olathe Legal Counsel or City of Olathe employees during the period beginning with the issuance of this document. Any attempt by a vendor/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in the review process of this Request for Qualification.

It should be noted that other information provided in your response will be considered proprietary and will not be divulged as authorized by K.S.A 45-217. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide services for this account and WILL NOT be shared with any persons not involved with the review process.

Robin Lynes, CPPO, CPPB
Lead Procurement Specialist

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1.0 ABOUT THIS DOCUMENT

This document is a Request for Qualification. It differs from a Request for Proposal and Bid/Quotation in that the City of Olathe is seeking qualification, as described on the cover page and in the following background information section, not a bid/quotation or proposal meeting firm specifications for the lowest price. The qualification criteria should be viewed as a standard which measures how qualified a vendors is to provide services to the City of Olathe.

The City of Olathe will thoroughly review all qualifications received. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any City of Olathe employee prior to the opening of responses to this document. A Purchase order/Contract may be awarded to a determined to be most qualified to perform needed services. Vendors will not be compensated for participating in this process.

Vendor shall make NO CONTACT – either written or verbal – with City of Olathe Council Members, City of Olathe Legal Counsel, or City of Olathe employees during the period beginning with the issuance of this document through approval of award. Any attempt by a vendor to influence a member or members of the aforementioned may be grounds to disqualify the vendor from participation in the process of this Request for Qualification.

1.1 GENERAL DEFINITIONS

City of Olathe – herein referred to as "City"

Vendor, Supplier, Respondent - means the person or organization responding to the Request for Qualification

Contractor – person or organization who is the successful vendor and who enters into a contract with "City".

Change Order – written order from the Purchasing Manager or designee directing the contractor to

make changes to a contract.

City Council – governing body of the City of Olathe, Kansas.

Electronic File Transfer – EFT

Interactive Voice Response – IVR

Point of Sale - POS

1.2 REQUEST FOR QUALIFICATION TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Robin Lynes, at (913) 971-8926 to confirm any/all dates.

Distribution of Request for Proposal to interested parties

June 6, 2014

Questions from vendors due on or before 10:00 a.m.

June 19, 2014

Electronic Qualification due on or before 3:00 p.m.

July 9, 2014

Review of qualification

July/August 2014

City Council Approval

September 2014

1.3 INTENT

It is the intent of this Request for Qualification to determine the company most qualified to provide payment processing services to the City of Olathe Customer Service Utility Billing which interfaces with Harris Computer Systems, NorthStar software. A five (5) year contract with additional one (1) year annual renewals may be established with the company deemed most qualified.

Background –

City of Olathe recently went through the request for proposal process to determine a new Utility Billing Software System. A contract with Harris Computer Systems, NorthStar software was a result of the proposal process.

Your company has been identified by Harris Computer Systems as being a "preferred vendor" for payment processing that has experience interfacing with NorthStar software.

Utility Billing processes payments through the following channels: mail, online, direct debit, in-person (counter) and drive through window. Forms of payment accepted include checks, cash and credit/debit cards, however, not all methods are currently accepted in all payment channels.

2.0 QUALIFICATIONS

2.1 FUNCTIONAL REQUIREMENTS

Vendors must provide documentation describing the ability to perform the following:

Over the Counter Payment

Ability to process the following payment methods utilizing point of sale (POS) equipment to be placed on counters: credit/debit cards including Visa, MasterCard, American Express, Discover, cash and checks. Checks must be processed electronically with funds verification. The option to print a receipt must be included with a duplicate for the cash drawer. The customer must have the ability to enter a PIN when completing a transaction.

Internet Payments

The Contractor shall provide an address link for posting on the City's website. This link will take residents/customers to the secure online payment page. The following types of payment will be accepted: Visa, MasterCard, Debit, American Express, Discover, and Electronic File Transfer.

The system shall provide users with:

- A direct link from the NorthStar software to process payments.
 - Ability to make multiple types of payments in a user friendly format
 - All secure and sensitive data is masked and encrypted that will NOT be housed on any City server.
 - Transactions processed in real time
 - Confirmation of successful or unsuccessful transactions to user by appropriate messaging and/or email confirmation with payment details
 - Ability to cancel a transaction and exit the system before confirming payment
 - System can minimize and/or eliminate instances of duplicate payments
 - Toll-free customer service number
 - 24-hour multi-lingual customer service assistance (please indicate languages supported)
 - Mobile application to utilize smartphone/tablet technology
- Final layout of the site and script shall be approved by the City.

Interactive Voice Response (IVR)

The Contractor shall provide an IVR system through a toll-free voice response system developed and maintained by the Contractor for residents and customers to make secure payments. Customizable messages and instructions with multiple language choices for users shall be developed and integrated into the system with the approval of the City. Contractor shall assist City in determining if this method of payment is still being demanded by the general public as a payment channel.

System shall provide users with:

- Toll-free number to system; system can be directly accessible through the City's phone system
- Choice of options including type of transaction and method of payment
- Clear and precise instructions to users
- Confirmation of all information entered into the system
- Voice response system presents user with confirmation of payment
- 7/24/365 availability
- 24-hour multi-lingual customer service assistance

With a Live Agent via Telephone

The vendor shall provide the City's live agent with the ability to transfer a caller to the IVR system or actually take a payment via telephone. This payment method shall be credit/debit card or EFT.

Payment Processing and Reporting

City staff shall have the ability to view payment in real-time, view and access reports, cancel payments in real-time, control resident and customer access to the system and achieve an efficient and seamless automatic transfer of files via a secure method.

Functionality of system shall include, but not limited to:

- Search for payment – real-time
- Confirmation of file daily cutoff time is flexible and determined by the City of Olathe
- Payment cancellation
- File transfer of customer information file in order to validate and show outstanding amounts to resident and customers
- Daily settlement of funds directly into City's designated bank account(s); Contractor shall not hold or have access to City's funds at any point. Please include your settlement schedule covering all payment types, i.e. credit card – transaction following day plus one business day, debit card – next business day, etc.
- Standard frequency for posting: daily batch of the previous day's transactions
- Ability to create and customize a posting file to easily post to City's billing system for taxes and utility payment
- Reconciliation process
- EFT check validation and fraud detection

Standard reports including, but not limited to:

- Payments made today/per day/between any two cutoff dates
- Deposit and returns
- Future Payment Report for designated date range
- Available customer service for payment assistance

Detailed Invoicing – The City's invoice must show at least these components at the summary level: pass-through interchange fee, authorization fee, purchase/rental fee (if any), processing fee, and adjustments (if any). Supporting detail may be provided through other reports.

Transaction Processing:

1. Authorization. The Contractor will:

- a. Perform an exact validation on the credit card number and the credit card expiration date
- b. Support timeout reversal requests
- c. Ensure that each transaction is assigned a unique identification number that will be stored and remain with the transaction through the transaction cycle, including authorization, adjustments, settlement, funding and reconciliation.
- d. Return an "accept" or "decline" message to the merchant within an industry-acceptable timeframe.
- e. Support Address Verification Service (AVS) and Security Code (Visa CVV2, MasterCard CVC or Discover (CID) data in authorization request for transactions where either the card is not present or the magnetic strip is not readable.
- f. Support adjustments (edits) and voids before transactions are settled.
- g. Assign a unique identifier (reference number) to authorization.
- h. Authorization confirmation for customers i.e. transaction receipt sent automatically online or number given to customer verbally.

2. Settlement: The Contractor will:

- a. Support both manual and automatic settlement of batches.
- b. Cut off batch activity precisely when settlement occurs. For example, if a batch is manually settled once per day at 4:45 p.m., transactions at 4:46 will be part of the next day's batch.
- c. Generate a unique batch reference number, approval notification and confirmation of settlement/non-settlement. The batch reference number must stay with the batch throughout the payment cycle.
- d. Allow the merchant to create batch settlement reports that provide both summary and detail information for all card types. At a minimum, report headers must include the merchant's DBA name and merchant number. They may also include the merchant's TID and address. The body of the report must include the settlement approval code and/or number and processing date.
- e. Provide next-day ledger credit for all batch settlements, where the demand deposit collection account belongs to a banking institution and the merchant processor is part of that same institution. Where the DDA belongs to an external, non-affiliated banking institution, the City will receive two-day ledger credit on its batch settlements.
- f. Have a procedure in place to handle suspended (failed) batch transmissions. The procedure must include notification to the merchant so that the problem can be resolved in a time to prevent the transactions in that batch from being downgraded by the associations.
- g. Forward all transactions for future procession to the card associations, alliance partner, third-party provider or other entity, in a timely manner so that the transactions qualify for the appropriate interchange categories without downgrading, thus incurring the lowest possible pass-through fees to the City.

3. Transmission of date: The Contractor will:

- a. Accept transaction data (authorizations and/or settlement batches) by any of the following means:
 - Dial-up
 - Dedicated/Leased Line
 - Frame Relay (TCP/IP/FTP Protocol)
 - Terminal-based transmission (PIP and non-PIP)
 - Network Server to Network Server
 - Server to Mainframe
 - Mainframe to Mainframe
- b. Initiate or relay data transmission to other processors and/or card associations via secure means in accordance with industry-standard guidelines for speed, encryption and overall security. The vendor will be responsible for the loss or security compromise of all City transaction data in its possession, to include notifying cardholders when security is compromised and recreating transactions when data is lost.

Security and Back-up

Security is a priority for the City. Companies shall be certified PCI and NACHA compliant and provide verification. The Contractor shall be required to work with City personnel to develop compatible security methods. The Contract shall ensure and demonstrate the use of encryption technology for security purposes; shall ensure data, credit and/or debit card information shall be secure and shall not be provided to any other customer or contractor. Payment data shall be passed using an encrypted connection. Further, the Contractor shall be responsible for backing-up customer payment data. The Contractor's privacy policy shall be made available to all system users.

Reversals

The City shall be notified in advance of a customer's initiated reversal before the reversal is completed and approved by the Contractor except where fraud is alleged. When a reversal is initiated, applicable service fees shall be also reversed. The City shall be provided with a means to electronically request a reversal for a payment. Contractor will support timeout reversal requests.

Credits and refunds: The Contract will:

- a. Allow the City to issue credits in the case of an error in payment amount, card number, return, etc. The system must be able to process and obtain authorization of credit/debit card returns for partial or full credit.
- b. Provide separate reports at multiple levels, so that refunds may be mapped back to a specific agency location or entity, with summaries and totals being possible at the agency level.

Retrievals and Chargebacks. The Contractor will:

- a. Notify the merchant (or designated agency personnel) by fax or e-mail about any retrievals and chargebacks that have been initiated by a cardholder's bank.

2.1.2 CERTIFICATION

1. The vendor will currently possess the necessary certifications established by the card association and front-end processors to conduct the following activities:

- Point of Sale terminal based transactions
 - MOTO terminal-based transactions
 - MOTO PC-based transactions (using IC Verify, for example)
 - Internet transactions
 - Voice Response Unit (voice or touch-tone)
2. The vendor will agree to maintain any association-mandated certifications that may become relevant to the City's bank card processing in the future, including Payment Card Industry (PCI) certification.

2.1.3 HARDWARE REQUIREMENTS

The current City standard is shown below in the table. The software must be able to run on current systems.

Component	Current Standard	Emerging Standard
Operating System	MS Windows 7	MS Windows 7
Desktop Workstation	Dell Optiplex (790) 1 or 2 17" LCD Monitor 24" Monitor optional	VDI
Laptop Computers	Dell Latitude (E6430) Dell D-Port Replicator with Keyboard, Mouse 1 or 2 17" monitors 24" monitor optional Panasonic Toughbook (CF-31)	Same Tablets
Servers	Dell Blade	Cisco UCS/Flexpod
Internet Browser	MS Internet Explorer V9	MS Internet Explorer V10

2.1.6 LIABILITY INSURANCE

The manufacturer shall maintain occurrence form commercial general liability insurance cover including contractual liability products and completed operations with minimum per occurrence of \$5,000,000. Proof of such coverage shall be provided in the form of certificates of insurance issued by an authorized representative of the insurance company at the time the vendor response is submitted.

The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the manufacturer nor has the City assessed the risk that may be applicable. Manufacturer shall assess its own risks and if it deems appropriate or prudent maintain higher limits or broader coverage's. The manufacturer's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by contractor and list the City of Olathe as the insured.

3.0 INSTRUCTIONS TO RESPONDENT

3.1 QUESTIONS

Questions must be submitted in writing to ralynes@olatheks.org, prior to 10:00 a.m., June 19, 2014.

3.2 QUALIFICATION MATERIALS

Qualification and other materials submitted shall become the property of the City of Olathe. It shall also be understood that

contents of the response will remain confidential during the review period.

3.6 LATE SUBMISSION AND MODIFICATION OR WITHDRAWALS

Qualifications must be submitted to ralynes@olatheks.org prior to the submission deadline. Late or incomplete responses may not be considered.

The City will not be responsible for any expenses incurred in preparing and submitting your response.

4.0 GENERAL CONDITIONS

1. **SCOPE:** The instructions to vendors and general conditions apply to transactions for material, equipment, supplies or services with an estimated single or combined cost over \$24,999. These conditions shall be in force unless otherwise modified by the City in this document.

2. **SUBMISSION AND RECEIPT OF RESPONSES:** Responses must be received prior to the specified time of closing as designated in the RFQ. All references to time shall be Olathe, Kansas time.

Late responses will be rejected.

All responses will be held in confidence. All materials submitted in response to this RFQ will become the property of the City and may be returned only at the City's option and at the vendor's expense.

Responses having any erasures or corrections must be initialed by the respondent. All responses shall be typewritten or filled in and must be legible or your proposal may be rejected.

3. **RFQ DOCUMENT MISTAKES:** (Kansas statutes K.S.A. 75-6901 through 75-6906). The respondent shall not be allowed to modify or correct mistakes in the RFQ document after the closing of the proposal. Failure to complete the entire proposal may result in declaring the proposal as non-responsive and the proposal may be rejected.

4. **PRE-CONTRACTUAL EXPENSES:** The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a vendor's proposal, prior to execution of the contract by both parties. Pre-contractual expenses are defined as expenses incurred by the vendor in:

- a) preparing and submitting response(s) to the City;
- b) negotiations with the City on any matter related to the contract terms, professional fees, and schedule;
- c) any other expenses incurred by the respondent prior to reaching agreement of the contract with the City.

5. **ACCEPTANCE OF MATERIAL:** The material delivered under this response shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein, and fully comply with the specifications. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

6. **COPYRIGHT OR PATENT RIGHTS:** Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the proposal and vendor agrees to hold the City harmless from any and all liability, loss or expense occasioned by any such violation.

7. **CONFLICT OF INTEREST:** The contractor, by signature on the affidavit form and by acceptance of any purchase order or contract resulting from this proposal, certifies that to the best of their knowledge or belief, no elected or appointed

official of the City is financially interested, directly or indirectly, in the purchase of the goods or service specified on this order.

8. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and Federal Government. Exemption certificates will be provided upon request. Kansas Tax Exempt No. KS6XLHVA1, Exp. 11/01/2014.
9. **PERSONNEL PRACTICES:** Vendors must comply with K.S.A. 44-1030 et. seq., mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) require solicitations or advertisements for employees include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All vendors who are awarded a Class I Contract (\$10,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City's Office of Fair Housing and Equal Opportunity, 201 North Cherry, Olathe KS 66061, 913-971-6490. Form must be completed and approved by the FHEO before contract for goods or services is in effect. Approved vendors will be issued a certification number by FHEO. Certification must be renewed annually.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

10. **TERMINATION:** Subject to the following provisions, any contract resulting from the RFP may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
11. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the contractor in order that the City can correctly report to the IRS all funds paid to

the contractor. A W-9 Form will be sent to the successful contractor along with the purchase order or other purchasing contract that results from this solicitation. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. No payment shall be made to contractor without a current W-9 form being received by the City of Olathe.

12. **WARRANTY:** Supplies or services furnished as a result of this RFP shall be covered by the most favorable commercial warranties, expressed or implied, that the contractor and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from contractors a separate manufacturer certification of all statements made in the proposal.
13. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful respondent of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
14. **PAYMENT:** Payment for materials or services received under this contract shall be upon completion of delivery for each purchase order and submission of invoice to the Accounting Division, PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City are every other Friday.
15. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Kansas.
16. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to price increase after reasonable notice and during normal business hours.
 7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar day's written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Purchasing Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
17. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (913) 971-8926.

5.0 VENDOR RESPONSE FORM

5.1 GENERAL INFORMATION

Legal Name of Company	
Doing Business As	
FEIN #	
Dun and Bradstreet #	
Address	
City, State, Zip Code	
Number of years in business	
Number of employees	
Number of locations	
Contract Person	
Title	
Phone number	
Fax number	
Mobile phone number	
Email address	
Website	

How many governmental agencies or entities has your firm provided this service to in the past three (3) years? Please include name of contact individual, phone number, e-mail address, summary of work performed, etc.

--

Has your firm failed to complete any contract to the satisfaction of the client? Please explain.

--

I hereby certify the above information is true and correct to the best of my knowledge. I also certify I hold authority to contract with the City of Olathe.

Signature

Date

5.2 REFERENCES

Respondents are required to complete the information requested below. Failure to complete this information may result in the rejection of your proposal.

1. How many years has your firm been in business? years.
2. How many years of experience does your firm have in this field? years
3. List at least five (5) contracts, similar in nature to this request for qualifications that your firm has performed in the past three (3) years (list firm, address, phone/fax number, and a contact person with e-mail address).

A.

B.

C.

D.

E.

4. Who will be the supervisor/project manager of this contract? Please provide explanation of expertise to perform this contract. It is the City of Olathe's preference to have one contact.

6.0 QUICK REFERENCE CHECKLIST

Category	Function	Standard	Optional	Not Available	Modification
Over the Counter Payment					
	Electronic check funds verification				
	Accepts Visa				
	Accepts MasterCard				
	Accepts American Express				
	Accepts Discover				
	Accepts Debit cards				
	Accepts cash				
	Accepts checks				
Internet Payment					
	Provide address link from NorthStar software				
	Maintains SSL Certificates				
	Ability to make multiple types of payments in one transaction (i.e. split amounts to different cards)				
	Accepts online payment with Visa				
	Accepts online payment with MasterCard				
	Accepts online payment with American Express				
	Accepts online payment with Discover				
	Provide online user self-service				
	Secure data encryption				
	Real time transactions				
	Payment confirmation				
	Ability to cancel transaction before final payment				
	Minimize/eliminate duplicate payments				
	Toll free customer service number				
	24 hour multi-lingual customer service assistance				
Interactive Voice Response (IVR)					
	Toll free voice response system				
	Customizable messages in multiple				

	languages				
	Choice of options including type of transaction and method of payment				
	Clear instructions to users				
	Confirmation of information entered				
	7/24/365 availability				
	24 hour multi-lingual customer service assistance				
Live Agent					
	Ability to transfer a call to IVR				
	Ability to take payment via phone in the form of credit/debit card or EFT				
Payment Processing and Reporting					
	Search for payment in real-time				
	Confirmation of file daily cutoff time determined by the City				
	Payment cancellation				
	File transfer of customer information with balances				
	Daily settlement of funds into City's designated bank account				
	Standard frequency for posting: daily batch of the previous day's transactions				
	Create and customize a posting file				
	Reconciliation process				
	EFT check validation and fraud detection				
	Report of payments made between two cutoff dates				
	Daily Deposit and returns				
	Future payment report for designated date range				
	Available customer service for payment assistance				
	Detailed invoicing				
	Perform validation on credit card number and expiration date				
	Support timeout reversal requests				
	Each transaction assigned a unique ID number				
	Return and "accept" or "decline" message to merchant				
	Support Address Verification Service (AVS) and Security Code				
	Support adjustments and voids				

	Assign unique identifier to authorizations				
	Support manual and automatic settlement batches				
	Cut off batch when settlement occurs				
	Generate unique batch reference number				
	Merchant ability to create batch settlement reports				
	Provide next-day ledger credit for all batch settlements				
	Procedure for suspended (failed) batch transmissions				
	Accept transmission data by dial-up				
	Accept transmission data by dedicated/leased line				
	Accept transmission data by frame delay (TCP/IP/FTP Protocol)				
	Accept transmission data by terminal based transmission (PIP and non-PIP)				
	Accept transmission data by network server to network server				
	Accept transmission data by server to Mainframe				
	Accept transmission data by Mainframe to Mainframe				
	Relay data transmission to other processors and/or card associations via secure means				
Certifications					
	Point of sale terminal-based transactions				
	MOTO terminal-based transactions				
	MOTO PC-based transactions				
	Internet transactions				
	Voice Response Unit				
	PCI compliant				
	NACHA compliant				

Exhibit B
Consultant's Response to the RFQ/RFP

Pricing Quotation for City of Olathe, KS – Utility Billing

Delivered to	Robin Lynes Olathe, KS (913) 971-8926 RALynes@OLATHEKS.ORG
Prepared By	Nicole Haskins Paymentus (540) 953-2631 x462 nhaskins@paymentus.com
Date	August 25, 2014

Paymentus Solution Components

- ☒ **Paymentus Payment Processing Services™**
Level 1 PCI-compliant credit/debit/echeck processing solution behind counter/IVR/mobile/Customer Connect; single view and simplified reconciliation to all utility payments
- ☒ **IVR / Automated Phone Payments**
Easy-to-use, rapid payment service allows customers to hear their balance and make a payment in under two minutes
- ☒ **Outbound Customer Notifications**
Deliver payment reminders and other time-critical notifications by phone/text/email; proven to reduce delinquencies by 50%, includes Press 2 to Pay.

-----✓ Indicates the feature is included in the Preliminary Pricing Quotation-----

Pricing

Setup Fees	\$0.00
Hardware/Software Fee	\$0.00
User Administration Fees	\$0.00
Northstar Integration Fee	\$0.00
Gateway Fees/PCI Compliance	\$0.00
Annual Maintenance/Support Fees	\$0.00
Credit/Debit Transaction Fees	Interchange plus 0.10% basis points + \$0.10 per authorization for Visa, MasterCard, Discover, and Debit; (recognizing the card brand utility rate)
eCheck Transaction Fees	\$0.30 per eCheck/ACH transaction
(Optional) IVR Technology	\$0.70 per transaction (outbound is included in this rate as well)

General Terms and Assumptions

- o Assumes Olathe will not be charging its customers a convenience fee for payment processing services or technology.
- o Assumes an average payment amount of \$95.00 for utility payments.
- o Chargebacks at \$10.00 per chargeback; Account on file at \$5/month per merchant account on file.
- o Includes unlimited inbound IVR minutes.
- o Monthly outbound notifications include 1,500 outbound call-out minutes and 1,500 text and email messages; additional usage is invoiced at \$0.12 cents per minute and \$0.05 per text and email.
- o Paymentus supports real-time integration for both data and payment processing to the Northstar Customer Information System (CIS).

Exhibit C
Certificate of Insurance

Client#: 1057753

PAYMENTOL

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

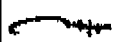
DATE (MM/DD/YYYY)
10/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	CONTACT: NAME: [REDACTED] PHONE: 813 321-7500 FAX: 813 321-7525 ADDRESS: [REDACTED]														
INSURED: Paymentus Corporation 13024 Ballantyne Corporate Place Suite 400 Charlotte, NC 28277	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Covington Specialty Insurance C</td> <td>13027</td> </tr> <tr> <td>INSURER B: Tortus National Insurance Company</td> <td>25496</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Pittabu</td> <td>19445</td> </tr> <tr> <td>INSURER D: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance C	13027	INSURER B: Tortus National Insurance Company	25496	INSURER C: National Union Fire Ins Pittabu	19445	INSURER D: Greenwich Insurance Company	22322	INSURER E: Federal Insurance Company	20281	INSURER F:	
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INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	ACCOUNT NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC		VBA23814400	08/09/2013	08/09/2014
				EACH OCCURRENCE \$1,000,000 AVERAGE AGGREGATE \$100,000 MED EXP (any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		VBA23814400	08/09/2013	08/09/2014
				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ \$	
B	UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY (any employee or family member of employee) (damages in US) If not, describe laws or regulations governing coverage below		86704G130ALI	08/09/2013	08/09/2014
				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$	
C	Professional		013082786	08/09/2013	08/09/2014
D	Excess Lib.		MTE0041842	08/09/2013	08/09/2014
E	Crime		82368980	08/09/2013	08/09/2014
				\$5,000,000 Aggregate \$5,000,000 Aggregate See Attached Limits	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (as on ACORD 101, Additional Remarks Schedule, if not space is required) MTE0041842 Excess Professional Liability \$5,000,000 is excess over the Professional Liability policy 013082786 limit of \$5,000,000, for a total of \$10,000,000 Professional Liability					

CERTIFICATE HOLDER: For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 28 (2010/05) 1 of 1
#S1123432/M11123416

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DLPEW



UNITED GROUP OF INSURANCE COMPANIES
15 Mountain View Road
Warren, NJ 07059

ForeFront Portfolio 3.0SM
Crime Coverage Part

CRIME DECLARATIONS

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Capital Center, 251 North Illinois, Suite 1100
Indianapolis, IN 46204-1927

Item 1. Parent Organization: PAYMENTUS CORPORATION

Item 2. Limits of Liability and Retentions:

**Insuring Clauses Applicable to this
Coverage Part:**

	Limits of Liability:	Retentions:
<input checked="" type="checkbox"/> (A) Employee Theft Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (B) Premises Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (C) In Transit Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (D) Forgery Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (E) Computer Fraud Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (F) Funds Transfer Fraud Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (G) Money Order and Counterfeit Currency Fraud Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (H) Credit Card Fraud Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (I) Client Coverage:	\$10,000,000.00	\$10,000.00
<input checked="" type="checkbox"/> (J) Expense Coverage:	\$250,000.00	None

Item 3. Coverage applies as follows: Loss Discovered

Exhibit D

**Master Services Agreement
MASTER SERVICES AGREEMENT**

Client:	City of Olathe, KS
Client Address:	100 E. Santa Fe, 2 nd Floor PO Box 768 Olathe, Kansas 66051-0768
Contact for Notices to Client:	Robin Lynes, CPPO, CPPB
Estimated Yearly Bills / Invoices:	408,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Client ("Client") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below:

Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

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

Client:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By:  _____

Name: JERRY PORTOCALIS

Title: SVP

Date: 9-16-14

GENERAL TERMS AND CONDITIONS

1 Definitions:

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

1.1 "Agreement" or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Client

1.2 "User" shall mean the users of the Client's services

1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date

1.4 "Launch Date" shall be the date on which Client launches this service to the Users

1.5 "Payment" shall mean Users to make payments for Client's services or Client's bills

1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Client.

1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement

1.8 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway

1.9 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided

at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 Paymentus Service Fee

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A (hereinafter called "Paymentus Service Fee").

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month ("Fee Assumptions"). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process.

4.2 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

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

4.4 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

Paymentus will debit the Paymentus Service Fees from Client's account on a monthly basis.

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-

operate with each other if Paymentus were to change its settlement and invoicing processes.

5 General Conditions of Services

5.1 Service Reports

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

5.2 User Adoption Communication by Client

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

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

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate Paymentus option to its end residential and commercial Clients wherever Client usually communicates its other payment methods.

5.3 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

(i) Client will enter into all applicable merchant Card or cash management agreements.

(ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.

(iii) User Adoption marketing as described in 5.2.

(iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.

(v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's billing system.

6 Communications

6.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

6.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or by a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client

C/O: City Clerk
Address: 100 E. Santa Fe, PO Box 768
Olathe, Kansas 66051-0768
Phone: (913) 971-8600
Fax:

To Paymentus

C/O: President and CEO
Address: 13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277
Phone: 888-212-2027
Fax: 704-322-3776

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address

at which the notice is to be received.

6.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

6.4 Confidentiality

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, Clients, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

6.5 Intellectual Property

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

6.6 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

6.7 Time of the Essence

Paymentus and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties respective obligations under this Agreement.

7 Warranty

7.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its governing officials, agents, employees, and attorneys (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses,

damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

7.2 Warranty Disclaimer

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

7.3 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the Paymentus Service Fee paid to Paymentus for six (6) months immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to Paymentus' indemnification obligations under 7.1 above, for which the limit shall be the amount of insurance Paymentus is required to carry hereunder.

8

Term

8.1

Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 3 (three) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

Schedule A -- Paymentus Service Fee Schedule

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

Absorbed Fee Model	
<input type="checkbox"/> Absorbed Model	
<input type="checkbox"/> Average Bill Amount: \$95	
Setup Fees	\$0.00
Hardware/Software Fee	\$0.00
User Administration Fees	\$0.00
Northstar Integration Fee	\$0.00
Gateway Fees/PCI Compliance	\$0.00
Annual Maintenance/Support Fees	\$0.00
Credit/Debit Transaction Fees	Interchange plus 0.10% basis points + \$0.10 per authorization for Visa, MasterCard, Discover, and Debit; (recognizing the card brand utility rate)
eCheck Transaction Fees	\$0.30 per eCheck/ACH transaction
(Optional) IVR Technology	\$0.70 per transaction (outbound is included in this rate as well)

Absorbed Fee Model for False Alarm Billing	
<input type="checkbox"/> Absorbed Model	
<input type="checkbox"/> Average Bill Amount: Variable	
Setup Fees	\$0.00
Hardware/Software Fee	\$0.00
User Administration Fees	\$0.00
Integration Fee	\$0.00
Gateway Fees/PCI Compliance	\$0.00
Annual Maintenance/Support Fees	\$0.00
Credit/Debit Transaction Fees	\$1.95 per authorization for Visa, MasterCard, Discover, and Debit per \$100.00 transaction. Multiple payments

	allowed
eCheck Transaction Fees	\$0.30 per eCheck/ACH transaction
(Optional) IVR Technology	\$0.70 per transaction

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:														
INSURED Paymentus Corporation 13024 Ballantyne Corporate Pl Suite 450 Charlotte, NC 28277	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Covington Specialty Insurance C</td> <td>13027</td> </tr> <tr> <td>INSURER B: Torus National Insurance Compan</td> <td>25496</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Pittsbu</td> <td>19445</td> </tr> <tr> <td>INSURER D: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F: Ohio Security Insurance Company</td> <td>24082</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance C	13027	INSURER B: Torus National Insurance Compan	25496	INSURER C: National Union Fire Ins Pittsbu	19445	INSURER D: Greenwich Insurance Company	22322	INSURER E: Federal Insurance Company	20281	INSURER F: Ohio Security Insurance Company	24082
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INSURER F: Ohio Security Insurance Company	24082														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		VBA30703700	08/09/2014	08/09/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
F	AUTOMOBILE LIABILITY		56045940	03/25/2014	03/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	86704G141ALI	08/09/2014	08/09/2015	EACH OCCURRENCE \$6,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$6,000,000
	DED	RETENTION \$				\$
					WC STATU-TORY LIMITS	
					OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$
C	Professional		014646908	08/09/2014	08/09/2015	\$5,000,000 Aggregate
D	Excess Liab-		MTE00418421	08/09/2014	08/09/2015	\$5,000,000 Aggregate
E	Crime		82368980	08/09/2014	08/09/2015	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Crime Limits:

Employee Theft - \$10,000,000 Deductible \$10,000

Premises - \$10,000,000 Deductible \$10,000

In Transit - \$10,000,000 Deductible \$10,000

Forgery- \$10,000,000 Deductible \$10,000

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Olathe
 100 E. Santa Fe, 2nd Floor, PO
 Box 786
 Olathe, KS 66051-0768

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

Computer Fraud- \$10,000,000 Deductible \$10,000

Funds Transfer Fraud - \$10,000,000 Deductible \$10,000

Money Orders & Counterfeit Currency Fraud - \$10,000,000 Deductible \$10,000

Credit Card Fraud - \$10,000,000 Deductible \$10,000

Client - \$10,000,000 Deductible \$10,000

Expense \$250,000

The City of Olathe is hereby named as an additional insured as required by written contract or agreement respects General Liability and Automobile Liability.

Client#: 16583

PAYMGRO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Ins Serv of Atlanta Inc P.O. Box 9966 7 East Congress St., Ste 1002 Savannah, GA 31412	CONTACT NAME:	
	PHONE (A/C, No, Ext): 912 238-2737	FAX (A/C, No):
INSURED Paymentus Corporation 13024 Ballantyne Corporate Place Suite 400 Charlotte, NC 28277	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty & Surety Co	NAIC # 31194
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IAUB0C808614	07/18/2014	07/18/2015	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Olathe 100 E. Santa Fe, 2nd Floor PO Box 786 Olathe, KS 66051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Daniel Skatunsky</i>

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