

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