

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND         §

**SECOND AMENDMENT TO MASTER SERVICES AGREEMENT**

**THIS SECOND AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Paymentus Corporation, (hereinafter "Paymentus"), a company authorized to conduct business in the State of Delaware.

WHEREAS, the parties executed and accepted that certain Master Services Agreement on December 21, 2010, and amended on December 21, 2010, (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement;

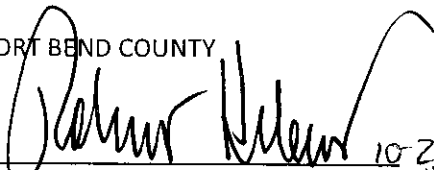
**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Parties wish to amend Schedule A of the Agreement to include the revised Schedule A "Paymentus Service Fee Schedule" attached as Exhibit B; and
2. Parties now wish to convert the fee model from convenience fee (User Pay) to Absorbed Fee (Customer Pay); and
3. Parties now wish to add two (2) new payment types- New Card Issuance and Card Balance Reload.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

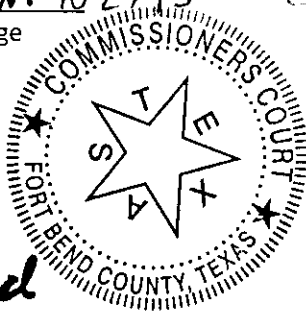
PAYMENTUS

  
\_\_\_\_\_  
Authorized Agent- Signature

MARK SCELAN  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



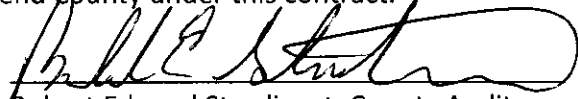
V.P.  
\_\_\_\_\_  
Title

10-5-2015  
\_\_\_\_\_  
Date

*Auditor's Certificate Follows*

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A

TO SECOND AMENDMENT (2015)

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND         §

**AMENDMENT TO MASTER SERVICES AGREEMENT**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "Customer"), a body corporate and politic, and Paymentus Corporation, (hereinafter "Paymentus"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Master Services Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1.     **Exclusivity.** Customer agrees to make Paymentus the exclusive provider of the Services as defined in the Scope of Services attached hereto as Exhibit "B". Both parties agree that customer will have other payment processing relationships for other Customer services.
2.     **Availability of Services.** The Services shall be available to Customer's riders within nine (9) weeks of execution of the Agreement by all parties hereto.
3.     **Governing Law.** The Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
4.     **Confidential Information.** Paymentus expressly acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Paymentus shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5.     **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding or saving harmless any party for any reason are hereby deleted.
6.     **Term.** Customer may terminate the Agreement at any time by providing ninety (90) days prior written notice.
7.     **Insurance.** Prior to commencement of the Services, Paymentus shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Customer. Paymentus shall provide

certified copies of insurance endorsements and/or policies if requested by Customer. Paymentus shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Paymentus shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

Customer and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Paymentus shall contain a waiver of subrogation in favor of Customer and members of Commissioners Court.

If required coverage is written on a claims-made basis, Paymentus warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

8. **Energy Conservation Requirements.** Paymentus agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
9. **Clean Water.** Paymentus agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Paymentus agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Paymentus also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
10. **Access to Records and Reports.** Paymentus agrees to provide Customer, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Paymentus which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Paymentus also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Paymentus' records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Paymentus agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Paymentus agrees to maintain all books, records, accounts and reports required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Paymentus agrees to maintain same until Customer, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11. **Federal Changes.** Paymentus shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Customer and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Paymentus' failure to so comply shall constitute a material breach of this Agreement.
12. **Clean Air.** Paymentus agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Paymentus agrees to report each violation to Customer and understands and agrees that Customer will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Paymentus also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. **No Government Obligation to Third Parties.** Customer and Paymentus acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to Customer, Paymentus, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Paymentus agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
14. **Program Fraud and False or Fraudulent Statement and Related Acts.** Paymentus acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Paymentus certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Paymentus further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Paymentus to the extent the Federal Government deems appropriate.

Paymentus also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Paymentus, to the extent the Federal Government deems appropriate.

Paymentus agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

15. **Civil Rights Requirements.** The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Paymentus agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Paymentus agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Paymentus agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Paymentus agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Paymentus agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Paymentus agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Paymentus agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Paymentus agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Paymentus agrees to comply with any implementing requirements FTA may issue.

Paymentus also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. **Disadvantaged Business Enterprise (DBE).** The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

Paymentus shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Paymentus shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Paymentus to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as Customer deems appropriate. Each subcontract Paymentus signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Paymentus is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after Paymentus' receipt of payment for that work from Customer. In addition, Paymentus is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

Paymentus must promptly notify Customer whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Paymentus may not terminate any

DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Customer.

17. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Paymentus shall not perform any act, fail to perform any act, or refuse to comply with any Customer requests which would cause Customer to be in violation of the FTA terms and conditions.
18. **Government-Wide Debarment and Suspension (Non-Procurement).** The Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Paymentus is required to verify that none of Paymentus, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Paymentus is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certified as follows: the certification in this clause is a material representation of fact relied upon by Customer. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. **Lobbying.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

PAYMENTUS CORPORATION

By: [Signature]  
Authorized Agent - Signature

DUSHYANT SHARMA  
Authorized Agent - Printed Name

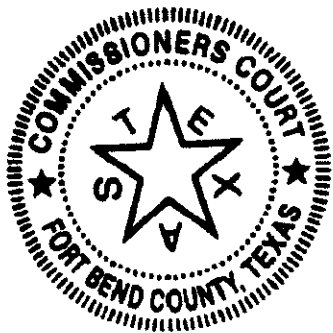
Title: PRESIDENT & C.E.O.

Date: Dec 15 2010

FORT BEND COUNTY

By: [Signature]  
Robert E. Hebert, County Judge

Date: 12-21-2010



ATTEST:

[Signature]  
Dianne Wilson, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$                      are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

to 2010 Amendment

## MASTER SERVICES AGREEMENT

Customer:	Fort Bend County, Texas
Customer Address:	4520 Reading Road, Suite A, Rosenberg, TX 77471
Contact for Notices to Customer:	Fort Bend County Transportation Department & Office of the County Judge
Estimated Yearly Bills / Invoices:	3,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Customer ("Customer") 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 Customer 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

Customer:  
 By:   
 Name: Robert Hebert \_\_\_\_\_  
 Title: County Judge \_\_\_\_\_  
 Date: 12-31-2010

Paymentus:  
 By:   
 Name: Dushyant Sharma \_\_\_\_\_  
 Title: President and C.E.O. \_\_\_\_\_  
 Date: Dec. 15, 2010

## 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 Customer
- 1.2 "User" shall mean the users of the Customer'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 Customer launches this service to the Users
- 1.5 "Payment" shall mean Users to make payments for Customer's services or Customer's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Customer.
- 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 Credit Cards 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"). A link to the Paymentus Corporation's website will be located on the Fort Bend County's website.

Paymentus shall, on behalf of the Customer, collect and process Payments from Users using Visa, MasterCard or other credit cards ("hereinafter referred to as a "Card"). Paymentus may also offer other payment options such as eChecks or Debit Cards.

#### 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**

System will charge each User a Service fee for each transaction processed (hereinafter called "Paymentus Service Fee"). Such Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

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. Paymentus and Customer may mutually review Paymentus Service Fee schedule at regular intervals. However, Paymentus can amend this schedule upon prior written notice to the Customer, 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.

### **4 Payment Processing**

#### **4.1 Integration with Customer's Billing System**

At no cost to Customer, Paymentus will develop one (1) file format interface with Customer's billing system using Customer's existing text file format currently used to post payments to Customer's billing system. Customer 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 Customer chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Customer 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 Customer 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



Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account").

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Customer and Paymentus agree to fully cooperate 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 Customer with reports summarizing use of the Services by Users for a given reporting period.

### **5.2 User Adoption Communication by Customer**

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

Paymentus shall provide Customer with logos, graphics and other marketing materials for Customer'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. Customer will communicate Paymentus option to its end residential and commercial customers wherever Customer usually communicates its other payment methods.

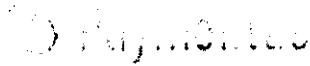
### **5.3 Independent Contractor**

Customer and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

### **5.4 Customer's Responsibilities**

In order for Paymentus to provide Services outlined in this Agreement, the Customer shall cooperate with Paymentus by:

- (i) Customer will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Customer website. The phone number for the IVR payment will also be added to the web site. Customer will also add the IVR payment option as part of the Customer's general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Customer will launch the service to the Users.
- (v) For the purpose of providing Customer a posting file for posting to Customer's billing system, Customer will provide the file format specification currently used to post its payments to the billing system. Customer will fully cooperate with Paymentus and provide the information required to integrate with Customer's billing system.



**6 Governing Laws**

This Agreement shall be governed by the laws of the state of Delaware.

**7 Communications**

**7.1 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.

**7.2 Notices**

All notices of any type hereunder shall be in writing and shall be given by Certified Post or 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 Customer**

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) - (Phone)  
( ) - (Fax)

**To Paymentus**

c/o President and CEO  
3455 Peachtree Road N.E. 5<sup>th</sup> Floor  
Atlanta, GA 30326  
(888) 476-8910 (Phone)  
(877) 882-1676 (Fax)

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.

**7.3 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.

**7.4 Amendment of Agreement**

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

**7.5 Severability**

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

**7.6 Attorney's Fees**

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

**7.7 Confidentiality**

Customer 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, know-how, products, services, suppliers, customers, 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.

**7.8 Intellectual Property**

In order that the Customer may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Customer a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Customer 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.

**7.9 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.

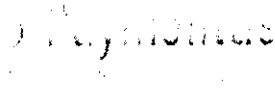
**7.10 Time of the Essence**

Paymentus and Customer 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.

**8 Indemnification**

**8.1 Paymentus Indemnification and Hold Harmless**

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Customer 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.



## **8.2 Customer Indemnification and Hold Harmless**

Customer agrees to the fullest extent permitted by law, to indemnify and hold harmless Paymentus, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Paymentus Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

## **8.3 Warranty Disclaimer**

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Customer 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.

## **8.4 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 specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

# **9 Term and Termination**

## **9.1 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 Customer 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.

## **9.2 Material Breach**

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

## **9.3 Upon Termination**

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

### Schedule A – Paymentus Service Fee Schedule

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

Payment Type	Service Fee (Paid by User)
<p>Maximum Bill Amount \$126. Plus shipping and handling charges: \$1.22. Total maximum bill amount is \$128 including S&amp;H</p> <p>Each of the following payments will be processed through the system with their respective amounts. Each item will be processed as a separate payment and with a separate Paymentus service fee. Please note: customers can order a single book or two books.</p>	
<p>Demand Response – 20 tickets (1 book) at \$18.00 plus \$1.22 S&amp;H</p> <p>Demand Response – 40 tickets (2 books) at \$36.00 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>
<p>TREK Commuter – Univ. of Houston / AMC to Greenway Plaza – 20 tickets (1 book) at \$40.00 plus \$1.22 S&amp;H</p> <p>TREK Commuter – Univ. of Houston / AMC to Greenway Plaza – 40 tickets (2 books) at \$80.00 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>
<p>TREK Commuter – Univ. of Houston / AMC to West Bellfort P&amp;R – 20 tickets (1 book) at \$20.00 plus \$1.22 S&amp;H</p> <p>TREK Commuter – Univ. of Houston / AMC to West Bellfort P&amp;R – 40 tickets (2 books) at \$40.00 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>
<p>TREK Commuter – West Bellfort P&amp;R to Greenway Plaza – 20 tickets (1 book) at \$35.00 plus \$1.22 S&amp;H</p> <p>TREK Commuter – West Bellfort P&amp;R to Greenway Plaza – 40 tickets (2 books) at \$70.00 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>
<p>TREK Commuter – Univ. of Houston / AMC to Uptown / Galleria – 20 tickets (1 book) at \$40 plus \$1.22 S&amp;H</p> <p>TREK Commuter – Univ. of Houston / AMC to Uptown / Galleria – 40 tickets (2 books) at \$80 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>
<p>Fort Bend County Express – Univ. of Houston / AMC Texas Medical Center – 20 tickets (1 book) at \$63 plus \$1.22 S&amp;H</p>	<p>Flat Fee of \$2.95</p>

*Paymentus*

<p>Fort Bend County Express – Univ. of Houston / AMC Texas Medical Center – 40 tickets (2 books) at \$126 plus \$1 22 S&amp;H</p>	
<ul style="list-style-type: none"><li>• Paymentus is responsible for all payment processing fees including credit card, e-Check and debit fees</li><li>• S&amp;H refers to standard shipping and handling charge payable to Fort Bend County</li></ul>	

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

# EXHIBIT B

to 2010 Amendment

## SCOPE OF SERVICES

Fort Bend County Public Transportation Department desires to contract with one vendor to provide payment solutions utilizing credit card, debit card, and electronic check acceptance via the Internet, telephone, kiosk, and other electronic channels. Vendor is to provide a simple, secure, fully integrated payment service to facilitate the payment of transportation fees by riders. Paymentus agrees that there will be no fees or charges associated with the initial setup and personalization of the Paymentus service. Paymentus will provide customized solution for Fort Bend County Public Transportation that will meet the Customer's needs. This solution will be at no cost to the County.

# EXHIBIT B

TO SECOND AMENDMENT (2015)

## EXHIBIT B

### Schedule A – Paymentus Service Fee Schedule

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

<b>Absorbed Fee Model - County Transportation Payments</b>	
<b>(Ticket Books)</b>	
<ul style="list-style-type: none"><li>• Minimum transaction payment of \$19.22</li><li>• Maximum amount per payment is \$128.00; multiple payments can be made</li><li>• Average bill amount: \$75.00</li><li>• \$1.22 Shipping &amp; Handling Fee Applies per payment for all Web and IVR transactions</li></ul>	<p>\$ 2.50 per transaction (Credit Card/Debit Card /ACH/eCheck)</p>
<b>(New Card Issuance)</b>	
<ul style="list-style-type: none"><li>• Minimum transaction payment of \$25.00</li><li>• Maximum amount per payment is \$128.00; multiple payments can be made</li><li>• Average bill amount: \$75.00</li><li>• \$1.22 Shipping &amp; Handling Fee Applies per payment for all Web and IVR transactions</li></ul>	<p>\$ 2.50 per transaction (Credit Card/Debit Card /ACH/eCheck)</p>
<b>(Card Balance Reload)</b>	
<ul style="list-style-type: none"><li>• Minimum transaction payment of \$25.00</li><li>• Maximum amount per payment is \$128.00; multiple payments can be made</li><li>• Average bill amount: \$75.00</li></ul>	<p>\$ 2.50 per transaction (Credit Card/Debit Card /ACH/eCheck)</p>

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



