



Order Form for Premium Payment Services

Between **IPaySmart Inc. (SEW Affiliate Payment Service)**
15495 Sand Canyon Ave., STE 100
Irvine CA 92618
("Provider")

And **Town of Apex**
73 Hunter Street
Apex, NC 27502
("Customer")

1. Order Form

When signed and returned to Provider by Customer this order form by and between Customer and Provider is a binding agreement for the Services listed in this form and effective on the date signed by Customer (collectively, the "Agreement"). This Agreement is governed by and incorporates the terms and conditions that begin on page 3 below.

2. Premium Payment Subscription & Fees

The table below outlines implementation fees and subscription levels as selected by Customer by checking the relevant boxes below.

Absorbed FEE MODEL - PAID BY UTILITY / Convenience FEE MODEL – PAID BY CUSTOMER		
<input checked="" type="checkbox"/> Cards (Credit/Debit - Visa, MasterCard, Discover, Amex, Apple Pay, Google Pay)		
Customer / Transaction Type	Fee per Transaction	Transaction Limit
Residential & Commercial	Interchange PLUS \$0.50	\$10,000.00
<input checked="" type="checkbox"/> Wallets (PayPal, Venmo)		
Customer / Transaction Type	Fee per Transaction	Transaction Limit
Residential & Commercial	1.75%	\$10,000.00
<input checked="" type="checkbox"/> ACH / eCheck		
Customer / Transaction Type	Fee per Transaction	Transaction Limit
Residential & Commercial (Includes ODFI and DDA Validation Fees)	\$0.10	\$10,000.00
<input checked="" type="checkbox"/> Online Banking Consolidation		
Customer / Transaction Type	Fee Per Transaction	Transaction Limit
Residential & Commercial (Includes CheckFree /Metavante, RP)	\$0.30	\$99,999.00
<input checked="" type="checkbox"/> E-Lockbox		
Customer / Transaction Type	Fee Per Transaction	Installation Fee
Residential & Commercial	\$0.30	None
Other Fees and Terms		
<ul style="list-style-type: none"> • Chargebacks: \$2.95 per chargeback (applicable to Cards above) • Returned ACH - Insufficient Funds (NSF) – \$0.75 per ACH NSF Return • Returned ACH – Unauthorized \$4.95 per ACH Unauthorized Return • One time and AutoPay – ACH, Card and PayPal are available for One Time and AutoPay. Venmo is only available for One Time Pay. • Terms Apply: Standard card and bank terms apply. Apple Pay and Google Pay functionality may be restricted to respective browsers. 		



3. Payment Channels

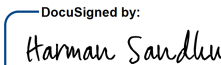
✓	Channel / Product Code	Fee	Description
<input checked="" type="checkbox"/>	Web Portal (IPS-10-Web)	N/A (Integrated with SEW SCM Web Portal)	Utility web portal experience integrated within provider website.
<input checked="" type="checkbox"/>	Mobile Apps iOS & Android (IPS-10-Mobile)	N/A (Integrated with SEW SCM Web Portal)	Utility branded mobile apps deployed and maintained in Apple and Google app stores.
<input type="checkbox"/>	Automated IVR (Inbound) (IPS-IVR)	\$399 per month + Transaction Fees in Section 2 above	24-hour phoneline accessible for end consumers to make payments over the phone using automated interface. Inbound calls only.
<input type="checkbox"/>	Live Agent Payments (IPS-LA)	\$5.99 / transaction + Transaction Fees in Section 2 above	Provider customer service agents available during business hours + weekends to assist Customer's end consumers with making payments over the phone.
<input type="checkbox"/>	SMS Text-to-pay - Long Code Messaging (IPS-TXT-SC)	N/A	Automated SMS Text based payments using digital wallets.
<input type="checkbox"/>	SMS Text-to-pay - Long Code Messaging (IPS-TXT-LC)	N/A	

4. Other Plans and Subscriptions

✓	Product Name	Fee	Description
<input type="checkbox"/>	24 Hour Support	\$399 per month	24X7 support for technical support after hours and on weekends.
<input type="checkbox"/>	We Smart Advanced Chatbot – Bill Payment		N/A
<input type="checkbox"/>	Live Chat Agent Add-on for agent hand-off		N/A

All subscription fees for products selected above are paid annually upfront.

5. Acceptance and Authorization

Customer	Provider
Signature:	Signature: <small>DocuSigned by:</small> 
Name:	Name: Harman Sandhu
Title:	Title: President
Effective Date:	Date: 4/6/2023

This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.

Antwan Morrison, Finance Director



Premium Payment Services Terms and Conditions

iPaySmart, Inc. and its affiliates ("Provider") have developed certain proprietary software applications and services for the Customer, and the Parties have agreed that Provider will make the Services described in the Order Form available to the Customer hereunder. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below and in any relevant exhibits or documents, the adequacy of which is hereby acknowledged, the Parties agree as follows

1. Definitions

- 1.1. "**Agreement**" or "**Contract**" shall refer to the main agreement or contract for Cloud Services, as amended from time to time.
- 1.2. "**Approved Payment Types**" shall mean credit and debit means of payment, such as Visa®, MasterCard®, Discover®, E-check and other payment methods as deemed necessary by Provider.
- 1.3. "**Average Bill Amount**" shall mean the total amount of Payments processed through Provider in each month divided by the number for the same month.
- 1.4. "**Effective Date**" shall be the last date upon which the parties signed the Agreement. The Agreement will not be effective against any party "until that date.
- 1.5. "**Enhancement(s)**" shall refer to any personalization of the Provider Platform to achieve certain additional functional requirements of the Customer, as clarified and agreed during implementation.
- 1.6. "**Fee Assumptions**" shall mean information used to calculate the Provider Service Fee, including the projected Average Bill Amount, projected payment method mix (credit vs debit vs e-check) and the total Payment Amount processed each month resulting from Non-Qualified Transactions.
- 1.7. "**Initial Setup**" shall mean the first personalization and activation of the standard service as specified during the implementation process.
- 1.8. "**IVR**" shall mean an interactive telephone voice response system that facilitates payment by Users.
- 1.9. "**Launch Date**" shall be the date on which Customer launches the Services to the Users.
- 1.10. "**Monthly Uptime Percentage**" shall refer to the difference between 100% and the percentage of time during which the Services are unavailable.
- 1.11. "**Non-Qualified Transaction**" shall mean (i) a Payment made with a card generally issued for business use that results in interchange fees or other processing charges assessed by a Provider Authorized Processor or card association that are higher than those charged for transactions with cards issued for consumer use; (ii) a Payment that does not qualify for reduced interchange fees under programs that Customer may be participating in. or (iii) a Payment that exceeds the transaction limits established in the Agreement. These high-cost cards may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.
- 1.12. "**Order Form**" shall mean the check-box list of services selected by Customer and fee schedule attached to the Agreement.
- 1.13. "**Payment**" shall mean payment by a User through the Platform for Customer's services, Customer's bills, or other amounts owed to Customer.
- 1.14. "**Payment Amount**" shall mean the amount of a Payment.
- 1.15. "**Reversed or Charged-back Transactions**" shall mean canceled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Provider Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16. "**Services**" shall refer to payment and payment processing services for the Customer powered by iPaySmart, Inc. and its affiliates.
- 1.17. "**Provider Authorized Processor**" shall mean a Provider authorized merchant account provider and payment processing gateway.
- 1.18. "**Provider Platform**" shall refer to Customer's deployment of the digital cloud payments platform, or other applicable software sold directly or through an authorized reseller.
- 1.19. "**Term**" shall mean the period set forth in Section 4 below.
- 1.20. "**Transaction Fees**" shall mean costs and fees incurred by Provider in the ordinary course of processing payments on behalf of Customer.
- 1.21. "**Interchange Fees**" (IC) shall mean interchange, assessment, and scheme fees and bank foreign handling fees, which are passed through to Customer by Provider at Provider's cost.
- 1.22. "**User**" shall mean the users of Customer's services.

2. Scope and General Terms

- 2.1. Provider shall provide Services selected by Customer on the attached Order Form in accordance with the terms and conditions within the Agreement. Provider or its authorized agents may, on behalf of customer, procure, setup, and maintain third-party services in order to properly provide the Services for the Customer, dependent upon the Customer's selections. Services enable Users to make Payments by Approved Payment Types. Payments may be made via IVR or secure Internet interface provided on the Provider Platform.
- 2.2. Customer may use the Services solely to:
 - a) Use and make the Services available to Users in connection with the Provider Platform.
 - b) Use the Services in connection with and as necessary for Customer's activities pursuant to these terms or the terms set forth in an applicable license agreement, SaaS subscription agreement, or cloud services agreement.
 - c) Allow any affiliates to use the Services, subject to the terms hereunder.
- 2.3. Enhancements
 - a) The Parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. The Provider Platform may be personalized to achieve certain additional functional requirements of the Customer as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Provider. The Parties will fully cooperate with one another to: 1) ensure that requirements with respect to Enhancements are clarified as needed; 2) accept Provider's proposed reasonable alternatives to achieve Customer's functional objectives within the limits of the Provider Platform; and 3) accept Provider's reasonable estimates of time of completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Provider to Customer for Enhancements, provided Provider designs and plans are accepted by Customer. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the Parties will agree to a phased implementation



- 2.4. In relation to the Services provided under this Agreement, Customer agrees that:
- Customer shall not transfer, resell, lease, license, or otherwise make available the Services or Provider Platform to third parties or offer it on a standalone basis, or make any representation, warranty, or guarantee to any end user or third party on behalf of Provider concerning the Services.
 - Provider shall be entitled to use any Customer data that is necessary to provide the Services.
 - Customer's use of the Services does not violate the terms of the Agreement or these terms and conditions.
 - Customer shall not use the Services or Provider Platform to create, train, or improve (directly or indirectly) a substantially similar product or service.
 - Customer shall not reverse engineer, decompile, disassemble, or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any Services or Provider Platform provided in connection with the Agreement or these terms and conditions.
- 2.5. Provider will charge Customer's utility consumers a service fee for each Payment ("Provider Service Fee") or invoice Customer separately per transaction, as provided in the attached order form.
- The Provider Service Fee is to be collected in addition to the corresponding Payment or invoiced to Customer, as designated by Customer.
 - For each Payment, the Provider Service Fee will be collected and Provider will pay the corresponding processing and related fees of the Approved Payment Types ("Transaction Fees") except for fees related to Reversed or Charged-back Transactions.
 - A schedule of Provider Service Fees is the Order Form. The Provider Service Fee is based on the Fee Assumptions. Customer shall be billed additional Provider Service Fees equal to three percent of the Non-Qualified Transaction amount for each month .
 - Provider may amend the terms upon prior written notice to Customer if a change is caused by changes in the card or payment system rules or changes in credit card fees or if the Fee Assumptions prove to have been materially incorrect. The amended Service Fee shall take effect thirty (30) days after written notice to Customer.
- 2.6. Explicit User Confirmation - Provider shall confirm the dollar amount of all Payments, and when paid by the User, the corresponding Provider Service Fee to be charged to a card and electronically obtain the User's approval of the charges prior to initiating card authorizations transaction. Provider shall provide User with electronic confirmation of all transactions.
- 2.7. Merchant Account - Provider will arrange for Customer to have a merchant account with the Provider Authorized Processor for processing and settlement of the card transactions.
- 2.8. Card Authorization - For authorization purposes, Provider will electronically transmit all card transactions to the appropriate card-processing center, in real time as the transactions occur.
- 2.9. Client's Responsibilities - In order for Provider to provide the Services outlined with the Agreement, Customer shall cooperate with Provider by:
- Entering into all applicable merchant card, cash management, ACH origination, or kiosk agreements.
 - Keeping throughout the duration of the Agreement or these terms and conditions, a bill payment link connecting to Provider System at a prominent and mutually agreed location on Customer's website. The phone number for IVR payments will also be added to the web site. Customer will also add the IVR payment option as part of Customer's general phone system.
 - Sharing User Adoption marketing as may be performed under this or another agreement or Order Form.
 - Launching the Service within thirty (30) days of the merchant account setup.
 - Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- 2.10. Provider shall make the Services available and guarantee a Monthly Availability of 99.5%, notwithstanding any unavailability or performance issues of the Services caused by or as a result of the following (collectively, the "Exclusions"):
- Factors that are outside of Provider's reasonable control, including, without limitation, any force majeure event, telecommunications provider-related problems or issues, internet access or related problems occurring beyond the point in the network where Provider maintains access and control of the Services.
 - Any actions or inactions of Customer or any third party.
 - Any Customer application(s), equipment, software, or other technology, third party equipment, software, etc. not authorized for use with the Services.
 - Routine or scheduled maintenance for which Provider will provide at least twenty-four (24) hours of advanced notice.
 - Problems or issues related to alpha, beta, or not otherwise generally available in Provider features or products.

3. Payment

- 3.1. **Net 30.** Customer agrees that payment is due upon receipt of Provider's invoice, payable within 30 days of the date of such invoice.
- 3.2. **Offsets.** Customer agrees that Provider shall have the right to deduct the value of sums collected on behalf of Customer during the Term.

4. Term

- 4.1. The term shall commence on the Effective Date, set forth upon the execution of the Agreement for a five (5) year period.

5. Renewals

- 5.1. This Agreement shall automatically renew upon the expiration of the Term for three (3) year intervals ("Renewal Term"). For the avoidance of doubt, Provider shall not be required to refund any previously paid fees, regardless of when termination occurs during the Term or Renewal Term.

6. Settlement and Payment Terms

- 6.1. Provider together with its authorized card processor shall forward the payment transactions, and when paid by User, the corresponding Provider Service Fee to the appropriate card organizations for settlement (other than the Provider Service Fee) directly to Customer's depository bank account previously designated by Customer (hereinafter the "Customer Bank Account"). When as provided in Schedule A Customer pays the Provider Service Fee, Provider will invoice Customer and debit the fees from Customer's account on a monthly basis.
- 6.2. Provider together with the Provider Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Customer and Provider agree to fully cooperate with each other if Provider were to change its settlement and invoicing processes.
- 6.3. Customer shall be invoiced for applicable one-time initial setup fees, maintenance and support fees, and monthly service type fees upfront upon signing of the Agreement and annually thereafter if applicable. The usage fees applicable to inbound and outbound SMS messaging, voice call messages, or interactive voice recording messages, that are selected by the Customer shall be invoiced based on monthly intervals. Customer agrees to make all payments to Provider within thirty (30) calendar days after receipt of invoice. Late invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If Customer's account is sixty (60) days or more overdue, Provider reserves the right with prior written notice to withhold performance of its obligations under the Agreement or these terms and conditions, without liability, until such payments are paid in full, or to terminate for cause. Fees under the Agreement and these terms and conditions shall additionally be exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for all applicable taxes, levies, or duties hereunder based on Customer's income.



7. Insights

- 7.1. **Aggregate Data, Anonymized.** Customer hereby grants Provider the right to anonymize and aggregate data generated from the Provider Platform to create insights for comparison of local, regional, national and global usage, consumption or other trends resulting from such data.
- 7.2. **Customer Access.** Provider will enable Customer to display aggregated and anonymized insights data to enhance the customer experience for Customer's end users.

8. PCI DSS

- 8.1. For PCI Compliance, Customer shall have two options for using the Services - Provider Platform; or Any other configuration.
- 8.2. To eliminate or substantially reduce any PCI compliance risks, and to render all Customer systems out of scope from PCI compliance requirements, Client agrees to use Provider's Platform, were Provider uses its own platform to capture payments and to manage the entire end to end user experience from the following channels for payment acceptance: Web, Mobile, IVR, and Point-of-sale devices operated by Customer's employees (per Provider's recommended setup), recurring payments, eBill Presentment, etc. If Customer however chooses any other integration, such as third-party web pages integrated with APIs, third-party gateway pages, or its own IVR systems or other point-of-sale or customer self-service solutions, or a cashiering model from a third-party, Customer expressly agrees that Customer shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Customer recognizes that Customer systems are participating in the transactions and are in scope for PCI compliance. Under those circumstances, Provider shall not be responsible for any PCI obligations outside of Provider's own platform, and Provider expressly disclaims any PCI or security obligations related to Customer systems or third-party systems that participate in the payment transactions that are outside of the Provider Platform.
- 8.3. Provider highly recommends that Customer uses the Provider Platform to substantially reduce its PCI compliance and data breach risks.
- 8.4. If Customer chooses to use any other option than the Provider Platform, Customer agrees and warrants that Customer shall remain PCI compliant throughout the term of the Agreement. For clarity, Customer's utilization PCI compliant applications, such as its billing software, does not eliminate the need for Customer to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, accepting, or storing card transactions, that party is required to be PCI compliant as the systems are in scope.

9. Reversed or Charged-Back Transactions

- 9.1. With respect to all Reversed or Charged-back Transactions, Customer authorizes Provider and Provider Authorized Processor (and/or the respective card organizations) to debit the Customer Bank Account for the Payment Amount and Provider shall refund the card organization for the credit back to the User, the corresponding Provider Service Fee, if any. Provider, together with Provider Authorized Processor(s), will continuously review its processes for Reversed or Charged-back Transactions for simplicity and efficiencies. Customer and Provider agree to reasonably cooperate with each other if Provider requires any change to its settlement and invoicing processes for these transactions.

10. Warranty and Liability

- 10.1. **DISCLAIMER OF WARRANTY.** WITH THE EXCEPTION OF THE SERVICE LEVEL COMMITMENT SET FORTH IN SECTION 2.4, THE SERVICES UNDER THESE TERMS AND CONDITIONS ARE PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. PROVIDER DOES NOT WARRANT THAT THE SERVICES ARE OR WILL BE ERROR-FREE OR MEET ALL CUSTOMER REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, SERVICES MAY BE SUBJECT TO LIMITATIONS OF THE TELECOMMUNICATIONS PROVIDER, HOSTING ENVIRONMENT, DELAYS, INTERNET SERVICE PROVIDER, THIRD PARTIES, ACTIONS OR INACTIONS OF THE CUSTOMER, AND OTHER PROBLEMS INHERENT TO THE USE OF MASS-MARKET NOTIFICATION SERVICES AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DELETIONS, LOSS OF DATA, DATA CORRUPTION, THIRD-PARTY PUBLICATION, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS NOT CAUSED BY PROVIDER OR OUTSIDE OF PROVIDER'S REASONABLE CONTROL. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. PROVIDER SHALL NOT BE LIABLE AND WILL HAVE NO OBLIGATION TO INDEMNIFY CUSTOMER FOR END USER DATA OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION SENT TO PROVIDER.
- 10.2. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PROVIDER'S AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS EXCEED THE SPECIFIC DOLLAR AMOUNT OF THE PROVIDER SERVICE FEE PAID TO PROVIDER FOR THE PARTICULAR PAYMENT TRANSACTION WHICH IS THE SUBJECT MATTER OF THE CLAIM OF DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIDER OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, OPPORTUNITIES, DATA, OR USE, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 10.3. **Recordings and Communications Monitoring.** In the event Customer records or monitors any SMS messages, IVR communications, or other communications using the Services, then Customer represents and warrants that it shall comply with all applicable laws prior to doing so at all times. Provider makes no representations or warranties with respect to recording or monitoring telephone calls/IVR communications, SMS messages, or other communications, and recommends that Customer always secure prior consent to record or monitor communications using the Services. Customer acknowledges that these representations, warranties, and obligations are essential to Provider's ability to provide the Services, and further agrees to indemnify Provider and its service providers in the event of any acts or omissions in connection with recording or monitoring IVR communications, SMS messages, or other communications, whether such claims arise under contract, tort, statute, or other legal theory.

11. Additional Terms

- 11.1. **Short Codes.** If Customer utilizes a short code with Provider as a part of the Services, Customer:
- Shall not change the short code use case without first having such new use case approved by Provider or the applicable provider.
 - Shall stop sending additional messages to any party that replies by texting "STOP" (or the equivalent) to the short code, except for a single text message confirming that such party has been successfully opted out of the short code.
 - Shall follow all applicable rules, regulations, laws, statutes, or guidelines set by state, local, or federal legal authorities, or as imposed by Provider or its service providers pertaining to the use of short codes or voice recordings.
- 11.2. **Compliance with Laws.** Both Customer and Provider agree to comply with the applicable laws relating to each Party's respective activities pursuant to the Agreement and these terms and conditions.
- 11.3. **No Waiver.** Our failure to enforce at any time, any provision of the Agreement, these terms and conditions, or any other applicable policy or signed writing in connection hereto shall not waive our right to do so later. Any waiver must be in writing and signed by both Parties to be legally binding.
- 11.4. **Independent Contractors.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.
- 11.5. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees, will constitute a breach of these terms and conditions, to the extent that such delay, failure, or default, or any other breach is caused by acts of war, terrorism, earthquakes, other acts of God or of nature, strikes or labor



disputes, embargoes, or other causes beyond the performing Party's reasonable control.

- 11.6. **Assignment & Successors.** Customer may not assign the Agreement, these terms and conditions, or any of its rights or obligations hereunder without Provider's prior written consent. Except to the extent forbidden herein, these terms and conditions will be binding upon and inure to the benefit of the Parties' respective successors and assigns. Any attempt to assign, transfer, or delegate these terms and conditions shall be null and void.
- 11.7. **Notices.** Any notice required or permitted to be given under these terms and conditions will be given in writing to the receiving Party by personal delivery, certified mail, return receipt requested, overnight delivery recognized by a nationally recognized carrier, or by email upon confirmation of receipt. Notices to Provider shall be copied to contracts@ipaysmart.ai.
- 11.8. **Modification.** Modifications to the Services and associated fees thereof may be made from time to time, and any modifications made to the Services, or associated fees, shall be noticed to the Customer thirty (30) days prior to such modifications taking effect.
- 11.9. **Severability.** To the extent permitted by law, the Parties waive any provision of law that would render any clause of these terms and conditions invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions of and these terms and conditions will continue in full force and effect.
- 11.10. **Choice of Law & Jurisdiction:** These terms and conditions will be governed by the laws of the State of North Carolina, without reference to any conflicts of law principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Wake County, North Carolina.
- 11.11. **Conflicts.** Should and these terms and conditions conflict with any other agreements or terms, these terms and conditions will govern.
- 11.12. **Construction.** The Parties agree that these terms result from negotiations between them. These terms and conditions will not be construed in favor of or against either party by reason of authorship.
- 11.13. **Entire Agreement.** These terms and conditions, along with the Agreement, set forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter, with the exception of an applicable license agreement, SaaS subscription agreement, or statement of work. Neither Party has relied upon any such prior or contemporaneous communications except those expressly referenced and named herein.
- 11.14. **Amendment.** These terms and conditions may only be amended in writing by authorized representatives of each Party.
- 11.15. **E-Verify.** SEW shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). SEW shall require all of SEW's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- 11.16. **Anti-Human Trafficking.** SEW warrants and agrees that no labor supplied by SEW or SEW's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
- 11.17. **Nondiscrimination.** Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, SEW hereby warrants and agrees that SEW will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
- 11.18. **Non-appropriation.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.



Implementation Services Addendum

Pursuant to the agreement between iPaySmart, Inc. ("Provider") and Customer under the Order Form for Premium Payment Services included herein, the Customer has engaged the Provider to deliver the following services.

Scope of Services

The scope for services includes the following key implementation activities:

1. Conducting a solution confirmation workshop for payment integration to incorporate Customer's business rules.
2. Configuration and setup of the Payment Services as mentioned below.

Selection	Activity	Description
<input checked="" type="checkbox"/>	Integration with Customer system	Client CIS/Billing System: API or daily file transfer using Secure FTP for posting payment. Set up of SFTP and configuration of batch jobs for the transfers of daily payment reconciliation reports.
<input checked="" type="checkbox"/>	Setup web payments	Configure and setup white labeled web portal for online payment options with Customer branding and linked to Customer's website.
<input checked="" type="checkbox"/>	Setup mobile apps	Configure and deploy white labeled Apple iOS and Android mobile apps with Customer branding.
<input checked="" type="checkbox"/>	Setup notification services	Account set up and configuration of all billing notifications based on designated channels as outlined in this agreement.
<input checked="" type="checkbox"/>	Customer Service Portal (CSP)	Configuration of CSP Payment Analytics to provide summary dashboard, payment details and reconciliation reports of payment transactions. Client staff can make payment transactions for customers in CSP.
<input type="checkbox"/>	Automated IVR line setup	Setup inbound automated IVR phone line for end consumers to call in and make automated payments (up to 3 accounts max tied to a number).
<input type="checkbox"/>	Live agent service setup	Setup inbound live agent call line for end consumers to call in and make payments.
<input type="checkbox"/>	SMS Text / Text-to-Pay	Ability for customers to pay bills via text (up to 3 accounts max tied to a number)

Features In Scope

Payment Features In Scope		
Selection	Deliverable	Description
<input checked="" type="checkbox"/>	One-Time Payments - Authenticated	Customer is a registered user of payment portal and is required to Login to make payments.
<input checked="" type="checkbox"/>	One-Time Payments - Unauthenticated	Customer can make guest payment without being a registered user in the web portal.
<input checked="" type="checkbox"/>	Automatic Recurring Payments	Ability to enroll in autopay to have the full bill balance deducted monthly based on due date or selected days prior to due date (up to 10 days prior to due date).
Administrator Features In Scope		
Standard	Deliverable	Description
	Payment Setup	Merchant ID, Convenience Fees configuration
	Payment Dashboard	CSP Analytics Dashboard to show summary and details of payment transactions
	Payment Reconciliation Reports	Deposit summary report, deposit details report, chargeback reports, ECP return reports, transfer summaries. These reports will be provided via batch files as well as under Admin Portal
	Refunds and Voids	Ability for CSR to refund or void payment transactions via the Admin Portal


Multi-Channel Notification Services

Powered by SEW

The following notification workflows are in scope of the implementation services.

Notification	Email	SMS	IVR
eBill Ready Notification	Y	Y	N
Payment Reminder	Y	Y	N
Payment Delinquent	Y	Y	N
Payment Plan/Arrangement Enroll/Uenroll Confirmation	N	N	N
Autopay Enroll/Uenroll Confirmation	Y	Y	N
Text-to-pay	N	N	N

Note: All outbound notifications shall be one-way with exception of Text to pay and IVR payment. SMS and IVR notifications require appropriate subscription to be purchased in the Order Form.

Assumptions

1. Client shall be responsible for coordinating the access to any Client owned and third-party data and interfaces required for integration. These API's/services are expected to be fully tested by Client and error free.
2. Client will provide timely responses to Provider for any of Provider's information needs, as well as timely review of project documents provided.
3. To the extent feasible, Provider will utilize existing web service interfaces to meet the requirements stated in this Addendum.
4. Provider team will migrate existing Customer Notification preference data to the provider platform however any validation or cleansing of the source data is not in scope. Provider team will work with the Client team to identify and catalog the data for migration and agree upon a migration strategy. Upon completing the strategy for data conversion and migration, Provider shall be responsible for taking the data in the source format and translate and convert to the IPS platform.
5. Provider will assist Client personnel or designated training provider with preparation of materials and delivery of the Train-the-Trainer program. Training materials will only include software User Guides adapted for the Client software modules and features in scope. Development of tailored training material to incorporate the Client's business process is not in scope but may be added as part of a separate Change Request.
6. Training will be conducted in a train the trainer format. (CSRs to be trained by the Trainers). End user (Utility customer) training is not in scope of this SOW.
7. Client Trainers will deliver end-user training with Provider trainers in a supporting role. The Client Training Coordinator will be responsible for scheduling end-users, material duplication, and training facilities. Provider will assign a Trainer from Provider team to work with Client during Training sessions.
8. Provider will provide a template with test case scenarios for testing. Client shall prepare and provide the required test data sets that meet the test scenario on time in the QA environment while ensuring data quality. Test data preparation activity may include Data cleaning, conversion, migrating data from a legacy system and shall be Client's responsibility.
9. Client shall be responsible for providing test data on timely basis for testing of all functional scenarios in scope of the project.
10. All project activities will be performed, and Deliverables will be created in English.
11. The Client will ensure that they have appropriate agreements in place with third parties whose work may affect Provider's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services.
12. The Client will make key business users available to play critical roles in the workshop.
13. Provider and Client will review the scope and deliverable expectations before work begins in order to provide a common understanding by both parties.
14. The Client is responsible for identifying the trainers to participate in Train the Trainer activities, rooms for training sessions, managing enrollment and any costs associated additional training sessions and attendance of Client trainees and Provider personnel at such training sessions.

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