

## Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the “**Agreement**”) with respect to the Vendor Payment Services. This Agreement is made and entered into by and between the City of Forest Park who has purchased such (“**Customer**”), Tyler Technologies, Inc., a Delaware corporation (“**Tyler**”), and Corpay, Inc., an Oregon corporation (“**NvoicepayCorpay**”), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and NvoicepayCorpay are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**”) and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the “**Effective Date**”). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

**WHEREAS**, Tyler and Customer are parties to a certain agreement (the “**Master Agreement**”) under which Customer has purchased the right to use certain Tyler software (“**Tyler Software**”);

**WHEREAS**, through the Tyler Software, Corpay facilitates check and virtual credit card payments to vendors (“**Vendor Payment Services**”) in accordance with the terms set forth in the Corpay Terms of Use attached hereto as Exhibit A and incorporated herein (“**Terms of Use**”). As used in the Terms of Use, “**you**” means Customer and “**your**” means Customer’s;

**WHEREAS**, Customer desires that Tyler and Corpay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Terms of Use.** As a condition to Tyler and Corpay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Corpay, through a Tyler Software interface with Corpay Software, all of Customer’s required information and all of Customer’s required vendor payment information set forth in Section 1 of the Terms of Use. Corpay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquiries related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler’s discretion, Customer inquiries may be passed to Corpay. Tyler will have access to Customer’s instance of Corpay Software in order to support the Customer.
3. **Vendor Payment Services.** Corpay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Corpay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Annual reports shall be delivered or made available by Tyler no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.
4. **Term; Termination.**

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Corpay, with prompt notice thereafter to Tyler or the Master Agreement, with prompt notice thereafter to Corpay. This Agreement may be terminated at the option of Tyler or Customer by written notice to the other parties hereto delivered ninety (90) days in advance.
5. **Representations by Corpay.** Corpay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:
  - a. In transmitting or depositing Customers’ funds, and having its third party service providers transmit or deposit funds under this Agreement, Corpay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;

- b. Corpay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
  - c. Corpay will cause the settlement account to be set up with the processing bank such that the Customer's funds are separately accounted for at all times in such settlement account;
  - d. To the extent available under applicable law, at all times that Customer funds are being held by Corpay's associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
  - e. Corpay shall maintain a data security plan ("Security Plan") which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Corpay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Corpay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler's systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
  - f. Corpay shall comply with all applicable privacy laws and regulations. Corpay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Corpay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.
6. **Indemnification by Corpay.** Corpay shall indemnify, defend, and hold harmless Customer and its directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Corpay in Section 5 in accordance with the indemnification provisions of the Terms of Use.
  7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
  8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
  9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Corpay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Corpay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
  10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve

all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.

- 11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
- 12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
- 13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth below (in the case of Tyler or Corpay) or on the Master Agreement (for Customer) or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

Notices for Tyler  
Tyler Technologies, Inc.  
1 Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Notices for Corpay  
Corpay, Inc.  
8905 SW Nimbus Avenue, Suite 240  
Beaverton, OR 97008  
Attention: Legal Department

- 14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect. Tyler and Corpay reserve the right to update the terms of this Payment Services Agreement, inclusive of Exhibit A, upon advance notice Customer.
- 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
- 16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a "Force Majeure Event"). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
- 17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same

instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

**Tyler Technologies, Inc.**

By: \_\_\_\_\_  
Name: Rob Kennedy-Jensen  
Title: Group General Counsel  
Date: \_\_\_\_\_

Address for Notices:  
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Legal Department

**Corpay, Inc.**

By: \_\_\_\_\_  
Name: Mark Penserini  
Title: Vice President  
Date: \_\_\_\_\_

Address for Notices:  
Corpay, Inc.  
8905 SW Nimbus Avenue, Suite 240  
Beaverton, OR 97008  
Attention: Legal Department

**City of Forest Park (Customer)**  
ERP Pro

By: RW  
Name: Ricky L. Clark, Jr.  
Title: City Manager  
Date: \_\_\_\_\_

Address for Notices:  
City of Forest Park  
745 Forest Pkwy  
Forest Park GA 30297-2209  
Attention:

**Exhibit A**  
**Corpay Terms of Use**  
**Terms of Use**

Your use of Corpay Essentials, which is comprised of Corpay Software and Corpay Electronic Payment Services (each as defined below), through the software platform ("Partner's Platform") of Tyler Technologies ("Partner"), the strategic partner of Nvoicepay, Inc. d/b/a Corpay ("Corpay") that referred you to become a customer of Corpay, is governed by this Terms of Use (this "TOU"). Although you are in direct engagement with Partner and not with Corpay for use of Partner's Platform, you acknowledge that the payment module of Partner's Platform you have chosen to use is operated by Corpay and governed by this TOU. In order to make electronic payments through Partner's Platform using the Corpay Software and Corpay Electronic Payment Services, you must provide information to Partner who will then provide such information to Corpay and you must accept the terms and conditions of this TOU. "Corpay Software" means the Corpay software made available to Partner on your behalf in connection with the Corpay Electronic Payment Services; and "Corpay Electronic Payment Services" mean the payment card and printed check payment services offered by Corpay under this TOU.

1. Information You Provide Corpay; User IDs, Passwords and Supplier list.

You are responsible for keeping all information you provide to Corpay through Partner accurate and up-to-date, including the proper identification of your bank account(s), authorized contact(s), e-mail address(es), and mailing address(es). Corpay shall have no liability for relying on any information (including, without limitation, any Supplier/Supplier Payment Information (as defined below)) provided by you through Partner as your representative. If the wrong bank account is debited or incorrect supplier is paid in reliance upon information provided by you or Partner on your behalf, Corpay will work with you and Partner and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not succeed and failure to recover shall be solely at your own risk. Corpay reserves the right to suspend or terminate your use through Partner's Platform of the Corpay Software and Corpay Electronic Payment Services for providing inaccurate or incomplete information.

You are responsible for maintaining the confidentiality of the user ID and password you use to access and/or use Partner's Platform that interfaces with the Corpay Software and Corpay Electronic Payment Services, and you shall not transfer such user ID and/or password, or lend or otherwise transfer access to and/or use of the Corpay Software and/or Corpay Electronic Payment Services through Partner's Platform, to any third party. You agree to immediately notify Partner and Corpay of any unauthorized use of, or any other breach of security related to, your user ID and/or password. Corpay shall have no liability for any loss or damage arising from your failure to comply with these obligations.

2. Services.

Upon receipt of supplier invoices from you through Partner's Platform, Corpay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Corpay is not a bank or money services business ("MSB") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB (or licensed-money-transmitter) services. You acknowledge that Corpay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your suppliers; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you through Partner's Platform will be made within the timeframe agreed to between you and any particular supplier. Corpay will electronically debit funds from your bank account as identified to Corpay by you through Partner's Platform or otherwise (the "**Customer Transaction Account**") to instruct payment of all invoices received from you through Partner's Platform. Prior to any such debit, you agree to provide written authorization to your bank and/or Corpay expressly authorizing Corpay to debit the Customer Transaction Account for the purpose of rendering the Corpay Electronic Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").

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For each Supplier invoice for which Corpay makes a payment, Corpay will forward to the applicable supplier remittance information provided by you through Partner's Platform.

You shall be responsible for ensuring invoices are entered into your accounting system and sent to Corpay through Partner's Platform for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring your login credential set for Partner's Platform is under your control and you are liable for all transactions ordered by any person using the user ID and password you use to access and/or use Partner's Platform that interfaces with the Corpay Software and Corpay Electronic Payment Services.

You may make a stop payment request for any invoice Corpay receives from you by contacting Corpay Payment Modification Team at [paymentmodification@nvoicepay.com](mailto:paymentmodification@nvoicepay.com). If you request a stop payment, Corpay will use reasonable efforts to act on such request, but Corpay will not be liable if such stop payment request is not successful. Corpay will work with you and Partner to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Corpay may not have the ability to successfully reverse such payment transaction and you are solely liable if the reversal does not succeed. If you request to cancel or stop a payment to a non-U.S. supplier, you will bear any, and all currency conversion costs and processing fees associated with the reversal of the payment.

You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Corpay Electronic Payment Services due to the actions or inactions of you, your suppliers, Partner or Corpay, as applicable. You agree to promptly notify Partner and Corpay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and you shall cooperate with Corpay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Corpay will work expediently to attempt to resolve such payment error and will keep you informed through Partner throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the negligent or contract-breaching actions or inactions of Corpay.

Upon receipt of your Supplier List through Partner's Platform, Corpay shall review it and remove any duplicates and suppliers who are individuals. Corpay will then match the suppliers remaining on your Supplier List against Corpay's database of suppliers who have already signed up to receive payments sent by Corpay on behalf of its customers (the "**Corpay Supplier Database**"). Corpay shall, in the form agreed by you or Partner (e.g., by an email explaining that Corpay is operating as your payment provider), contact any supplier on your Supplier List that is not in the Corpay Supplier Database to sign them up to receive payments. You acknowledge and agree that each supplier shall notify Corpay of the electronic payment method to be used to make payments of such supplier's invoices ("**Supplier Payment Method**"). In the event that you provide Corpay either directly or through Partner's Platform with Supplier Payment Information, Corpay shall not be liable for any payments made in reliance upon such Supplier Payment Information. Supplier bank account information will be held by Corpay as your supplier's confidential information that won't be disclosed to any third party, including you, without your supplier's prior written consent. Electronic payments may be made to suppliers inside the U.S. only; print check may be sent to Canada and some other international locations.

Corpay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Corpay makes a payment of an invoice on a day that is not a Business Day, the payment date will be processed on the next Business Day.

You agree not to use Corpay Software or Corpay Electronic Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Corpay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Corpay deems, in its reasonable discretion, to pose a reputational risk to Corpay.

Notwithstanding any other terms between the parties, Corpay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you through Partner's Platform at its absolute discretion without any liability to you provided that Corpay shall attempt to notify you or Partner in advance (or promptly on refusal) unless prohibited by law or judicial order.

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### 3. Funds Flow

When Corpay receives an invoice from you through Partner's Platform **not later than 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Corpay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed to the applicable supplier on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; and (ii) the payment card number for a card payment will be sent to the supplier in a secure email. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business. If you become subject to protective proceedings under the United States Bankruptcy Code or are otherwise under financial distress, in Corpay's reasonable judgment, Corpay reserves the right, for so long as your bankruptcy proceedings or other financial distress continues, to take up to three (3) additional Business Days after Business Day 2 to confirm that funds have been successfully credited to the Trust Transaction Account before Corpay shall be obligated to disburse funds to suppliers in payment of your invoices.

When Corpay receives an invoice from you through Partner's Platform **after 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed to the applicable supplier on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; and (ii) the payment card number for a card payment will be sent to the supplier in a secure email. If you become subject to protective proceedings under the United States Bankruptcy Code or are otherwise under financial distress, in Corpay's reasonable judgment, then Corpay reserves the right, for so long as your bankruptcy proceedings or other financial distress continues, to take up to three (3) additional Business Days after Business Day 3 to confirm that funds have been successfully credited to the Trust Transaction Account before Corpay shall be obligated to disburse funds in payment of your invoices.

If Corpay receives an invoice from you through Partner's Platform for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Corpay reserves the right to suspend or terminate your use of the Corpay Software and Corpay Electronic Payment Services.

### 4. Equipment and Software.

To use the Corpay Software and Corpay Electronic Payment Services through Partner's Platform, you must have your own Internet Service Provider ("**ISP**") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Corpay is not responsible for the actions or inactions of your ISP or other Internet access provider. Corpay is not responsible for any error, failure or malfunction of your computer or your or Partner's software. Corpay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Partner's firewall, computer hardware, computer software, or computer network through which you access the Corpay Software and/or Corpay Electronic Payment Services.

### 5. Corpay Software Ownership, License and Restrictions.

Corpay owns all of the right, title and interest in and to the Corpay Software and Corpay Electronic Payment Services. The Corpay Software and Corpay Electronic Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.

Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Corpay hereby grants you through Partner's Platform a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Corpay Software solely in the format provided to you by Corpay for the sole purpose of accessing and using the

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Corpay Electronic Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Corpay Software.

You agree not to use the Corpay Software or Corpay Electronic Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Corpay and its licensors.

You agree to use the Corpay Software and Corpay Electronic Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Corpay reasonably suspects that your account with Corpay has been or is being used for any unauthorized, illegal, or criminal purpose, Corpay may share information about you, your account with Corpay, and any of your transactions with law enforcement, provided that Corpay shall attempt to notify you or Partner in advance unless prohibited by law or judicial order.

#### 6. Confidentiality and Privacy

Each party (a) shall keep all information relating to the other party confidential; (b) may only use and/or process such confidential information to the extent necessary for the purposes of performing its obligations under this TOU, as otherwise authorized by this TOU or for Corpay credit purposes; and (c) may only disclose such information with the prior written consent of the other party or if required by applicable law, provided, you hereby authorize Corpay to allow Partner to have access to your account to copy and transfer your supplier payment data to Partner's Platform and any related software systems. You acknowledge that Corpay may, without prior notice to you, disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Corpay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Please see Corpay's privacy policy at <https://payments.corpay.com/privacy-policy>. You shall ensure that neither Supplier Payment Information nor Supplier Payment Methods contain or constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information includes, without limitation, a natural person's name, identification number, location data, an online identifier or one or more other factors specific to a natural person's physical, physiological, genetic, mental, economic, cultural or social identity. You shall not provide any such information to Corpay as it is not necessary to complete payment instructions to business entities. In the event that you use the Corpay Software or Corpay Electronic Payment Services to make payments to your employees or suppliers residing or located in the European Union, you acknowledge and agree that Corpay is facilitating such payments at your behest and not in connection with the offering of Corpay services to such employees or suppliers.

#### 7. Compliance

Corpay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Corpay's final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Corpay may choose to perform such audit and/or certify to such established industry standard selected by Corpay in place of those in the preceding sentences. Corpay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance.

#### 8. Termination

You may terminate your use of the Corpay Software and Corpay Electronic Payment Services at any time for any or no reason. Corpay may terminate your use of Corpay Software and Corpay Electronic Payment Services at any time if: (a) you materially breach this TOU; (b) Corpay is required to do so by law; and/or (c) Corpay elects to discontinue the Corpay Software and Corpay Electronic Payment Services. Additionally, Corpay may terminate your use of the Corpay Software and Corpay Electronic Payment Services at any time without cause by providing you with 60 days' prior written notice of such termination. Each party's rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination. Following termination of your use of the Corpay Software and Corpay

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Electronic Payment Services, Corpay will provide you access to your payment history within AP Gateway for a period of two years.

#### 9. Notices

Corpay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Corpay via email at [legal@nvoicepay.com](mailto:legal@nvoicepay.com) or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

#### 10. Subcontracting

You agree that Corpay may engage any third-party subcontractor in order to perform its responsibilities under this TOU, provided that Corpay shall be responsible for such performance.

#### 11. Representations, Warranties, and Disclaimers.

Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.

You additionally represent and warrant to Corpay that (i) you are a corporate entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not (at law) a shell bank, non-licensed bank, or MSB; and (iii) you shall obtain proper authorization and consent to provide and share with Corpay the information that is owned by and/or relates to any third party, including any of your suppliers, prior to providing such information to and sharing it with Corpay. You acknowledge that Corpay may, directly or through third parties, make any inquiries that Corpay considers necessary to validate your identity and/or any information provided by you.

Corpay additionally represents and warrants to you that Corpay will perform the Corpay Electronic Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Corpay of a material failure of Corpay to perform any of its obligations under this TOU, Corpay will use reasonable efforts to cure such failure at its cost and expense.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU, TO THE FULLEST EXTENT PERMITTED BY LAW, CORPAY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE CORPAY SOFTWARE AND CORPAY ELECTRONIC PAYMENT SERVICES. CORPAY DOES NOT MAKE ANY WARRANTY THAT THE CORPAY SOFTWARE OR CORPAY ELECTRONIC PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

#### 12. Indemnification

Corpay 8905 SW Nimbus Ave, Beaverton, OR 97008

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You shall indemnify, defend and hold harmless Corpay, and each of its Affiliates<sup>1</sup>, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Corpay Software and Corpay Electronic Payment Services, unless caused by a negligent action or inaction of Corpay not taken at your direction.

#### 13. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE CORPAY SOFTWARE AND CORPAY ELECTRONIC PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. CORPAY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED UNDER ANY CIRCUMSTANCES THE TOTAL AMOUNT OF REVENUE RECEIVED BY CORPAY WITH RESPECT TO PAYMENTS MADE BY CORPAY TO YOUR SUPPLIERS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION SHALL NOT APPLY TO AMOUNTS PROVIDED BY YOU TO CORPAY TO FOR SUPPLIER PAYMENTS WHICH CORPAY FAILS TO REMIT TO THE SUPPLIER AS INSTRUCTED BY YOU DUE SOLELY TO CORPAY'S ACTIONS OR INACTIONS.

#### 14. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation. The foregoing clause (a) of this Section 16 applies only to non-payment obligations.

#### 15. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Corpay may engage subcontractors as set forth in Section 11 above. Corpay may assign this TOU to one or more of its Affiliates without your consent.

#### 16. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU shall not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all documents incorporated herein by reference, is the entire agreement between the parties relating to

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<sup>1</sup> An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with, such party. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

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the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Corpay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Corpay Software and Corpay Electronic Payment Services following Corpay making any revised version of this TOU reasonably available to you will constitute your acceptance of the revised version.

If the latest version of this TOU applicable to you conflicts with any other document between you and Corpay, the applicable TOU shall control to the extent of any direct conflict. Notwithstanding the foregoing, Nvoicepay will not amend this TOU with respect to Sections 11, 12, 13, or 16 in a manner that may detriment your rights without your prior written consent.

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**Exhibit B**  
**Revenue Sharing Schedule**

**Transaction Fees**

<b>Transaction Type</b>	<b>Per Transaction Cost</b>
Check	\$0.80 + Postage

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees\* will be applied as a onetime fee.

<b>Bank Account Set-Up fee</b>	<b>Fee</b>
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice.

**\* Fees and subject to alteration if expressly indicated in the Tyler sales quotation. Fees may be changed upon at least ninety (90) days advance notice to Customer.**

**Payment Terms**

Tyler will provide an annual Customer account Statement with incurred fees in the preceeding twelve (12) months of Monthly Reports.



**Sales Quotation For:**  
 City of Forest Park  
 745 Forest Pkwy  
 Forest Park GA 30297-2209  
 Jeremi Patterson  
 +1 (470) 826-4952  
 jpatterson@forestparkga.gov

Quoted BY: Jordan Marcotte  
 Quote Expiration: 4/17/24  
 Quote Name: AP Automation

Tyler Fees per Transaction	Net Unit Price
Description	
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite	
AP Automation	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Services		
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	



## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

## AP Automation

AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

## Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product



suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tyler-tech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: YELW Date: \_\_\_\_\_  
Print Name: Ricky L. Clark, Jr. P.O.#: \_\_\_\_\_