

CONTRACT FOR ELECTRONIC BILL PAYMENT SERVICES

Contract No. 24-82-061

THIS CONTRACT (“Contract”) is made and entered into by and between the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT and operating under the service name of Nashville Electric Service (“NES”), and PAYMENTUS CORPORATION, a Delaware corporation with its principal place of business being 11605 N. Community House Road, Suite 300, Charlotte, NC 28277 (“Contractor”).

WHEREAS, NES is in need of the Paymentus payment processing service to enable NES’s customers to make electronic payments; and

WHEREAS, Contractor submitted a proposal to perform the aforementioned services for NES and NES accepted the proposal; and

WHEREAS, prior to submitting its proposal, Contractor was provided with NES’s Standard Terms and Conditions No. 2019STC, which, as modified by the parties (the “Modified Standard Terms and Conditions”) are attached to and fully incorporated into this Contract; and

WHEREAS, as used herein, “Work” means any good procured, service provided, or other work or action to be performed by Contractor pursuant to this Contract; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Modified Standard Terms and Conditions; and

WHEREAS, the Electric Power Board approved the Contract on January 24, 2024.

NOW, THEREFORE, in consideration of the premises, the mutual promises and obligations of the parties, and for a total contract amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the “Contract Price”), the parties have agreed and do hereby agree as follows:

1. Terms and Conditions. The term of this Contract shall be for a period of five (5) years, beginning on March 1, 2024, and ending on February 28, 2029, during which period of time Contractor agrees to furnish NES with a PCI Level 1 compliant online payment solution for NES customers in accordance with the Contract, Modified Standard Terms and Conditions, Identity Theft Policy Compliance Supplement to Standard Terms and Conditions, and Contractor’s Master Services Agreement (“MSA”) (collectively, the “Contract Documents”), all of which are attached to and incorporated and made a part of this Contract as if copied verbatim herein.

2. Terms and Conditions of Payment. The aforementioned Contract Price was assigned by NES in order to establish a maximum compensation that may be paid to Contractor under the Contract. Contractor is not guaranteed to receive the full Contract Price; rather, Contractor will be compensated only for Work performed, at the discretion and direction of NES, based on the rates set forth in Contractor’s MSA. NES may modify, at its discretion, the Contract Price provided the underlying basis of compensation as set forth in Contractor’s Proposal will remain the same.

3. Independent Contractor. It is expressly agreed and understood that Contractor is an independent contractor. Neither Contractor nor its employees or agents are employees of NES. Contractor shall be solely responsible for the acts and conduct of its employees and subcontractors and shall retain all authority over its employees, agents, and subcontractors. NES does not have the right, by this contract or by any other, to hire or fire any employees of Contractor, or to direct or control the manner, means, equipment, or method by which the Work shall be accomplished, this right and authority being solely and strictly retained by Contractor as an independent contractor.

4. Warranty of Expertise and Licensure. Contractor warrants that it has fully acquainted itself with the conditions relating to the Work required under this Contract. Furthermore, Contractor fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of the Work required by this Contract.

Contractor further represents and warrants that it is fully licensed and authorized pursuant to all applicable laws to engage in the Work of this Contract and that said licenses and authorizations shall remain in force and in good standing throughout the duration of the Contract. Contractor further warrants that, to the extent its subcontractors may be engaged in Work requiring licensing or other certification, Contractor shall hire only properly licensed companies and/or individuals, each of whom shall maintain such licenses in force and in good standing so long as such subcontractors are engaged in any Work pursuant to this Contract.

5. Legal Compliance. Contractor agrees to comply with all safety laws, environmental laws, and any other law, regulation, ordinance, or statute pertaining to the Work to be performed hereunder, and to be and remain solely responsible for the compliance therewith by its employees, agents, servants, and/or subcontractors.

6. Background Checks. Contractor warrants that its employees, subcontractors, and/or other agents or representatives shall not be hired or placed to work in a manner that would be in contravention of any law.

7. Indemnification. Contractor shall indemnify and hold harmless NES, its officers, agents and employees from any claims or damages arising from the Work performed under this Contract consistent with Article 7 of the Modified Standard Terms and Conditions.

8. Insurance and Proof of Surety. Contractor shall acquire and maintain such insurance as is set forth in Article 7 of the Modified Standard Terms and Conditions. Before commencing any Work, Contractor shall deliver to NES such certificates of insurance as may be necessary to evidence that the requirements of this paragraph and other insurance requirements have been met. Contractor shall not commence any Work until it receives written confirmation from NES that the certificates of insurance are satisfactory.

9. Termination. Termination proceedings shall be consistent with Article 9 of the Modified Standard Terms and Conditions.

10. Publication and Disclosure. Contractor warrants that Contractor will not make reference to any aspect of this Contract through any medium of publication, including but not limited to television commercials, radio commercials, visual advertisements, websites, written blogs, written articles, and videos, without the express, written consent of the NES Vice President

& General Counsel and NES Vice President Customer Services before Contractor's desired date of publication. Contractor also warrants that Contractor will not disclose any aspect of this Contract to news broadcasters of all mediums or their affiliates without the express, written consent of the NES Vice President & General Counsel and NES Vice President Customer Services.

11. Non-Assignment. Contractor may not assign its obligations hereunder without the prior express written consent of NES, which consent shall provide that it is subject to all the terms and conditions of this Contract. Contractor may not assign its rights under the Contract, except that Contractor may assign the right to receive any monies due to Contractor by providing notice to NES.

12. Modifications or Amendments. None of the terms and conditions contained in this Contract may be added, modified, superseded, or otherwise altered, except in a document signed by authorized representatives of both parties.

13. Governmental Entity. NES is a governmental entity and cannot indemnify any contracting party regardless of any language or exceptions in any attachments or other documents that the Contractor may provide.

14. Governing Law. This Contract and any disputes arising therefrom, shall be governed by the laws of the State of Tennessee. All disputes or causes of action arising out of or in any way connected to this Contract shall be subject to the exclusive jurisdiction of the Circuit Courts for Davidson County, Tennessee. The parties agree and submit to the personal and exclusive jurisdiction and venue of said Circuit Courts.

15. Illegal Clause or Provision. If any clause or provision of this Contract is illegal, invalid, or unenforceable under present or future laws effective during the time of this Contract, it is the intention of the parties that the remainder of this Contract shall not be affected thereby. It is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract a legal, valid, and enforceable clause or provision as similar in terms of such illegal, invalid, or unenforceable clause or provision as is possible.

16. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

17. Prior Understanding. This Contract, together with the Contract Documents, contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Neither party shall be liable for any representations not made a part of this Contract.

18. Paragraph Headings. The paragraph headings are for convenience only and shall not be resorted to for interpretation of this Contract.

19. Counterparts. This Contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their respective duly authorized representatives.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT

ATTEST:

DocuSigned by: David Frankenberg
0AE47D2A19884AE...
Secretary

DocuSigned by: Michael P. Vandenberghe
68C08652F51A405...
By: Chair of the Board

Date: 3/1/2024

DocuSigned by: Teresa Brayles-Allen
6C850CEC2725404...
By: President & CEO

Date: 3/1/2024

Approved as to Form and Legality:

DocuSigned by: Laura Smith
80A6A1C6A07046C...
By: Vice President & General Counsel

Date: 3/1/2024

CONTRACTOR:

PAYMENTUS CORPORATION

DocuSigned by: [Signature]
DB435AF09A3D4B9...
By:

Name: Andy Dolan

Title: SVP / Head of Payments Operations

Date: 3/1/2024



**NASHVILLE ELECTRIC SERVICE
SPECIFICATION NO. 2019STC
MODIFIED STANDARD TERMS AND CONDITIONS**

RFP/RFB No.: N/A

DATE: February 29, 2024

This document contains standard terms and conditions (“Standard Terms and Conditions”) that NES requires as part of any Contract. Unless NES states otherwise in writing, these Standard Terms and Conditions are incorporated into every Contract, and every Contractor is bound by these Standard Terms and Conditions.

DEFINITIONS

“Contract” means the entirety of any agreement entered into between NES and a Contractor as a result of a bid or response to a Request for Proposal (“RFP”) or a Request for Bid (“RFB”) or other solicitation for work. The requirements and specifications in the RFP, RFB, or other solicitation for work and any addenda are incorporated into the Contract. Any supplements to these Standard Terms and Conditions are also expressly incorporated into the Contract.

“Contractor” means any third party who submits a successful bid or a successful response to an RFP or RFB or other solicitation for work. “Contractor” means a natural person or an entity, as appropriate, and is referred to where necessary with the pronoun “it.”

“Metro” means the Metropolitan Government of Nashville and Davidson County.

“NES” means the Metropolitan Government of Nashville and Davidson County, acting by and through its duly created Electric Power Board operating under the name of Nashville Electric Service.

“Work” means any good procured, service provided, or other work or action to be performed by Contractor pursuant to the Contract.

Other capitalized terms have the meanings as defined in this document.

ARTICLE 1. GOVERNING LAWS AND REQUIRED POLICIES.

- 1.1 Contractor shall comply with all federal, state, and local laws and/or regulations applicable to the Work, whether mentioned specifically in these Standard Terms and Conditions or elsewhere in the Contract. References to any specific law also refer to any amendments or successor provisions.
- 1.2 The validity, construction and effect of the Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Contractor may provide.
- 1.3 Contractor shall not have any employment policy or practice that permits or allows for the promotion, demotion, employment, dismissal, or laying off of any person because of the person’s race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law. Contractor shall not subject any person to any discrimination prohibited by law. Contractor shall make oath as to the provisions of this paragraph by executing a Contractor/Vendor Affidavit (attached to these Standard Terms and Conditions), which is incorporated into and made part of the Contract.
- 1.4 Contractor shall not collude with any other person, firm, corporation, association, or other entity in arriving at any prices or amounts listed in any bid or response to an RFP or RFB. Contractor shall comply with the Sherman Antitrust Act, 15 U.S.C. § 1, *et seq.* and the Tennessee Trade Practices Act, Tenn. Code Ann. § 47-25-101, *et seq.* Contractor shall make oath as to the provisions of this paragraph by executing the Contractor/Vendor Affidavit attached to these Standard Terms and Conditions, which is incorporated into and made part of the Contract.

- 1.5 Contractor represents and warrants that it is eligible to contract with a governmental entity and neither it nor any partner, managing agent, person entitled to share in the proceeds, joint venturer, officer, director, shareholder active in management, or other person active in management has committed any violation of law or entered any pleading as described in Tenn. Code Ann. § 12-4-602 that would render it ineligible to so contract.
- 1.6 Pursuant to Tenn. Code Ann. § 12-3-309, Contractor attests that it will not knowingly use the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor who may use the services of illegal immigrants in the performance of the Contract.
- 1.7 Any Work performed on NES premises by Contractor shall be executed in accordance with all applicable safety and environmental standards. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under the Contract. All hazardous substances and materials, including waste, under the control of Contractor, shall be managed in accordance with applicable EPA and TDEC regulations. Failure to abide by regulatory requirements may result in termination of the Contract. Any fines imposed against NES as the result of Contractor's failure to abide by regulations shall be Contractor's responsibility.
- 1.8 Contractor represents and warrants that it is fully licensed and authorized pursuant to all applicable laws to engage in the Work of the Contract and that such licenses and authorizations shall remain in force and in good standing throughout the duration of the Contract. Contractor further warrants that, to the extent its subcontractors may be engaged in work requiring licensing or other certification, Contractor shall hire only properly licensed companies and/or individuals, each of whom shall maintain such licenses in force and in good standing so long as such subcontractors are engaged in any Work pursuant to the Contract.
- 1.9 Before commencing any Work, NES may require Contractor to provide copies of any licenses required to perform such Work or such other information as NES may require to evidence compliance with the terms of this article. However, any failure by NES to request such copies before the Work begins shall not operate as a waiver of any provision of the Contract. NES reserves the right to request evidence of compliance with this article and the Contract at all times.
- 1.10 Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- 1.11 Contractor shall be solely responsible for the payment for, and shall obtain any permits necessary to perform, the Work under the Contract.
- 1.12 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 2. ETHICS, CONFLICTS OF INTEREST, CONTINGENT FEES, GRATUITIES, AND KICKBACKS.

- 2.1 Contractor represents and warrants that no NES employee or official has direct or indirect interests in the Contract. Contractor shall make oath to this assertion by executing the Contractor/Vendor Affidavit attached hereto.

- 2.2 Contractor shall obtain a Contractor/Vendor Affidavit from subcontractors. Contractor shall use the subcontractors disclosed to NES on the RFP, RFB, or other solicitation for bid, unless NES consents otherwise in writing in advance. Contractor agrees that if Contractor subcontracts with any other person or firm to perform any Contract Work in excess of ten thousand dollars (\$10,000), Contractor shall obtain a Contractor/Vendor Affidavit from such subcontractors and vendors.
- 2.3 Contractor represents and warrants that Contractor has not been retained, or retained any persons, to solicit or secure a Metro and/or NES contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 2.4 It shall be a breach of ethical standards for Contractor to give or agree to give any NES employee or former NES employee a gratuity, an offer of employment, or other benefit in connection with any matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal. It shall be a breach of ethical standards for any payment, gratuity, offer of employment, or other benefit to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order.
- 2.5 Any breach of the provisions of this article is a breach of ethical standards which may result in civil or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under Metro or NES contracts.
- 2.6 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 3. RECORDS RETENTION.

- 3.1 NES is a governmental entity and is bound by the provisions of the Public Records Act of Tennessee, Tenn. Code Ann. § 10-7-503, *et seq.* NES is also subject to the Open Meetings Act, Tenn. Code Ann. § 8-44-101, *et seq.* Contractor warrants that it will maintain all documents considered public records under the Act. "Records" refers to all communications, correspondence, documents, papers, records, books, and books of account, whether tangible or electronic.
- 3.2 Contractor shall maintain and preserve, at its own expense, all Records related to or referencing the Contract or the Work for three (3) years after the original term of the Contract, or for three (3) years after the termination of the Contract or last payment thereunder, whichever is later.
- 3.3 Contractor may store tangible Records in electronic form provided that the following conditions are met:
 - 3.3.1 The electronic form is substantially identical to the original tangible record.
 - 3.3.2 Due care is taken to maintain any information that is a public record during the time required by law for retention.
 - 3.3.3 Contractor can provide a paper copy of the information when needed or requested.
 - 3.3.4 Contractor maintains an effective indexing system to permit timely and convenient access to the imaged Records.
 - 3.3.5 Contractor retains the original tangible Records for a minimum of one year after imaging to permit periodic validation of the imaging systems.
- 3.4 For Records whose original format is electronic, Contractor shall retain the Records on a reliable medium. For the record retention time periods prescribed in this article, Contractor shall not destroy, discard, delete, or overwrite electronic Records. Contractor may transfer

data in a machine-readable form from one reliable medium to another, provided that Contractor's electronic data retention and transfer procedures maintain the integrity, reliability, and security of the original electronic data. Contractor shall also retain an audit trail describing any data transfer.

- 3.5 The Records shall be maintained in accordance with generally accepted accounting principles.
- 3.6 Pursuant to Tenn. Code Ann. § 8-4-116, the Records may be subject to audit by the Office of the Comptroller of the State of Tennessee, and Contractor shall take all necessary steps to enable any such audit. The Records shall also be subject to audit, at any reasonable time, by NES or any party designated by or on behalf of NES. Contractor shall bear its own costs incurred in any audit.
- 3.7 Upon request by NES, Contractor shall promptly produce the Records, as soon as such production is reasonably possible, and in no case later than seven (7) business days after such request. Contractor shall bear any costs it incurs in producing the Records for NES.
- 3.8 Should any provision of this article conflict with the Tennessee Public Records Act, including, but not limited to, the provisions set forth in Tenn. Code Ann. § 10-7-503, then the said Public Records Act shall control; provided, however, the parties shall comply with the provisions of the Contract with respect to confidentiality and disclosure to the fullest extent permitted by law.
- 3.9 Any failure by Contractor to adhere to any provision of this article constitutes a material breach of the Contract.

ARTICLE 4. GOODS AND OTHER PROPERTY.

Article 4 has been intentionally omitted in its entirety.

ARTICLE 5. QUALITY OF WORK.

Article 5 has been intentionally omitted in its entirety.

ARTICLE 6. BONDING.

Article 6 has been intentionally omitted in its entirety.

ARTICLE 7. INDEMNIFICATION, INSURANCE, AND BONDING.

- 7.1 Intentionally omitted.
- 7.2 Intentionally omitted.
- 7.3 Before commencing any Work, Contractor shall deliver to NES insurance policies or certificates of insurance, as NES may require, to evidence that the requirements of this article and other insurance requirements have been met.
- 7.4 Contractor shall, at its own expense, obtain and maintain in full force and effect for the duration of the Contract and any extension thereof any insurance required by the RFP or RFB, as set forth below.
- 7.5 All insurance required by these Standard Terms and Conditions (excluding only workers' compensation insurance and professional liability insurance) shall name NES as an Additional Insured.

7.6 Contractor shall obtain commercial general liability insurance as follows:

<u>Limits:</u>	General Aggregate	\$ 2,000,000
	Products /Completed Operations	\$ 1,000,000
	Personal Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
	Fire Damage	\$ 50,000
	Medical Expenses	\$ 5,000

<u>Coverage/Endorsements:</u>	Contractual Liability	<input checked="" type="checkbox"/>
	Broad Form Property Damage	<input checked="" type="checkbox"/>

7.7 If Contractor intends to use independent contractors in the performance of the Contract, Contractor shall secure an independent contractor endorsement in addition to all of the other endorsements required by these Standard Terms and Conditions.

7.8 NES requires either an additional insured endorsement or a blanket additional insured endorsement.

7.9 Contractor shall obtain workers' compensation insurance and employer's liability insurance as required by the State of Tennessee or other applicable law. Such coverage shall include any leased employees.

7.10 Contractor shall obtain commercial automobile liability insurance in the minimum amount of one million dollars (\$1,000,000) covering all (1) vehicles owned, (2) vehicles leased, (3) vehicles non-owned, and (4) mobile equipment subject to motor vehicle laws that are used in connection with the Work.

7.11 Contractor shall obtain commercial umbrella liability insurance for bodily injury and property damage liability over Contractor's commercial general liability and commercial automobile liability in the minimum amount of one million dollars (\$1,000,000).

7.12 If Contractor is providing Professional Services as that term is defined by NES in an RFP, RFB, or other solicitation for Work, Contractor shall obtain professional liability insurance, errors and omissions insurance, and/or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million dollars (\$1,000,000) per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of the Contract or final acceptance by NES of the Work, whichever is later. This provision shall expressly survive the termination of the Work or the Contract.

7.13 Intentionally omitted.

7.14 Intentionally omitted.

7.15 Intentionally omitted.

7.16 Intentionally omitted.

7.17 Intentionally omitted.

7.18 Intentionally omitted.

7.19 Intentionally omitted.

7.20 Intentionally omitted.

7.21 No aspect of the Work and nothing in the Contract shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. No party hereto shall hold itself out in a manner contrary to the terms of this paragraph.

ARTICLE 8. CONFIDENTIAL INFORMATION AND SECURITY MEASURES.

- 8.1 If the Work involves providing Contractor or its agents, employees, representatives, or subcontractors access to property or information deemed confidential or secure by NES or by any applicable law, in addition to the insurance requirements in Article 7, Contractor shall take such measures as NES may require in order to ensure the confidentiality and/or security of such property or information. Such measures may include, but are not limited to, implementing systems to provide secured access to property or information and additional insurance requirements.
- 8.2 Upon request by NES, Contractor shall perform background screenings as may be required by NES to determine the suitability of Contractor, Contractor’s agents, employees, representatives, or subcontractors to access confidential or secure information. Such screenings must include at a minimum, but are not limited to, criminal background and law enforcement checks and verification of professional licenses and certifications, employment, social security, U.S. citizenship or legal resident status, and military service and discharge status. Contractor shall bear the costs for such screenings, and the results of any such screenings are deemed Records under the Contract.
- 8.3 After background screenings, Contractor shall determine whether each proposed agent, employee, representative, or subcontractor is suitable for the Work, considering the results of the screenings in conjunction with the scope of the Work to be performed.
- 8.4 By allowing an agent, employee, representative, or subcontractor to perform any Work, Contractor certifies and warrants that Contractor has conducted a reasonable inquiry and fitness determination to deem such agent, employee, representative, or subcontractor suitable for the Work.
- 8.5 Contractor shall require that each subcontractor perform the same screening and suitability determinations and provide the same certification and warranty for each of the subcontractor’s agents, employees, representatives, or subcontractors. Subcontractors shall also maintain the results of any such screening as Records under the Contract.
- 8.6 If Contractor accepts payments via credit card or otherwise processes, stores, or transmits credit card information or cardholder data, Contractor shall adhere to the Payment Card Industry (PCI) Data Security Standard (DSS) and shall provide to NES evidence that is sufficient to NES’s discretion to demonstrate compliance with the PCI DSS. Contractor warrants that PCI DSS compliance shall be maintained at all times during the Contract term.

ARTICLE 9. TERMINATION.

- 9.1 Either party NES may terminate the Contract upon any material breach of the Contract by the other party, as set forth in the Contract.
- 9.2 Intentionally omitted.
- 9.3 Intentionally omitted.
- 9.4 Intentionally omitted.
- 9.5 Intentionally omitted.
- 9.6 Intentionally omitted.
- 9.7 Intentionally omitted.

ARTICLE 10. GENERAL BID AND CONTRACT REQUIREMENTS.

Article 10 is intentionally omitted in its entirety.

ARTICLE 11. DISPUTE RESOLUTION, LEGAL ACTION, AND ATTORNEYS’ FEES.

Article 11 is intentionally omitted in its entirety.

ARTICLE 12. NOTICES AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS.

12.1 Notices to NES shall be mailed or hand delivered to:

Nashville Electric Service
Attention: Executive Management
Address: 1214 Church Street
Nashville, TN 37246

12.2 Notices to Contractor shall be mailed or hand delivered to:

Contractor: Paymentus Corporation
Attention: President & CEO
Address: 11605 N. Community House Road, Suite 300
Charlotte, NC 28277

12.3 Contractor designates the following as its agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: CT Corporation System
Attention: Paymentus Corporation
Address: 300 Montvue Road
Knoxville, TN 37919-5546

ARTICLE 13. DESIGNATION FOR CONTRACT EXECUTION.

13.1 By submitting a bid/response, Contractor consents to the use of DocuSign for the electronic execution of a resulting contract and any affiliated documents requiring execution. In the event of a successful bid/response, Contractor will designate one (1) authorized designee who will execute all required documents on behalf of Contractor.

Authorized Signer: Andy Dolan
Email Address: adolan@paymentus
Courtesy Copy To: Austin Hughey
Email Address: ahughey@paymentus.com

ARTICLE 14. DESIGNATION OF INAPPLICABLE PROVISIONS.

14.1 Notwithstanding anything herein to the contrary, the following provisions in these Standard Terms and Conditions are not applicable to the Contract:

- Section _____
- Section _____
- Section _____
- Section _____
- Section _____
- Section _____

Approved as to Form and Legality:


By: _____
Laura Smith, VP & General Counsel

Date: February 29, 2024



**NASHVILLE ELECTRIC SERVICE
CONTRACTOR/VENDOR AFFIDAVIT**

STATE OF _____)
COUNTY OF _____)

I, _____ (*affiant*), the _____ (*title/office*) of
_____ (*company*) ("Contractor/Vendor"), do hereby swear, affirm and
make oath as follows:

1. I am above the age of 18 and duly authorized to make this affidavit on behalf of Contractor/Vendor.
2. Contractor/Vendor's employment practices do not subscribe to any policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law; further, Contractor/Vendor will not discriminate against any individual due to race, creed, color, national origin, age, sex, disability, marital or familial status, or any other classification protected by law.
3. As of the date of this affidavit, neither the Mayor, any councilperson, member of the Electric Power Board, employee of the Electric Power Board, nor any other Metropolitan Government of Nashville and Davidson County official (Metropolitan Government official) is directly or indirectly interested in any contract with Contractor/Vendor for which compensation will be sought during the period covered by this affidavit.

Contractor/Vendor pledges that it will immediately notify the Procurement & Services Manager of the Electric Power Board in writing should any information come to Contractor/Vendor's attention indicating that any Metropolitan Government official has become either directly or indirectly interested in any contract for which compensation will be sought during the aforesaid period. For purposes of this affidavit, "direct" and "indirect" are defined by Tenn. Code Ann. § 12-4-101.

4. As of the date of this affidavit, Contractor/Vendor has not given, donated, or promised to give or donate, directly or indirectly, to any official or employee of the Metropolitan Government or the Electric Power Board, or to anyone else for its benefit, any sum of money or other thing of value for aid or assistance in obtaining any contract under which compensation will be sought during the period covered by this affidavit. Contractor/Vendor pledges that neither it nor any other officer or employee will give, donate, or promise to give or donate, directly or indirectly, to any official or employee of the Metropolitan Government or the Electric Power Board, or anyone else for its benefit, any sum of money or other thing of value for aid or assistance in obtaining any contract for which compensation will be claimed during the period covered by this affidavit.

5. Contractor/Vendor has not colluded and shall not collude with any other person, firm, corporation or association in arriving at any prices or amounts listed in any bid or response to Request for Proposal, Request for Bid or any other solicitation for work.

AFFIANT

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____



**NASHVILLE ELECTRIC SERVICE
IDENTITY THEFT POLICY COMPLIANCE SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS**

This supplement (the “Supplement”) contains terms and conditions regarding NES’s Identity Theft Policy. Capitalized terms not otherwise defined herein shall have the same meaning as described in the NES Standard Terms and Conditions. The terms and conditions in this Supplement are in addition to the Standard Terms and Conditions and shall become a part of the Contract.

Under federal law and regulations, 16 C.F.R. § 681.2, *et seq.*, applicable companies must implement a policy and procedures in accordance with the Federal Trade Commission (“FTC”) and the Fair Credit and Reporting Act (“FCRA”). NES requires that Contractor adhere to this Identity Theft Policy (the “Policy”) as a condition of performing the Work.

Contractor may, in the course of the Work or during the term of the Contract, have access to Consumer Information, Consumer Reports, or Files, as those terms are used in the FCRA, or other information that may be considered sensitive or of a personal nature (referred to collectively as “Information”). In addition to following NES policies with respect to the handling and disposition of Information, Contractor shall implement the following practices.

Limitation of Access to Hard-Copy Information

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with Information will be locked when not in use.
2. Storage rooms containing documents with Information and record retention areas will be locked at the end of each workday or when unsupervised.
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing Information when not in use.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
5. Records that qualify as records of NES may only be destroyed in accordance with the NES Records Retention Policy.

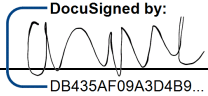
Limitation of Electronic Distribution of Information

1. Internally, Information may be transmitted using e-mail; however, all sensitive information must be encrypted when stored in an electronic format.
2. Any Information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the e-mail:

“This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.”

Contractor, on its own behalf, and on behalf of any of its agents, representatives, employees, and subcontractors, represents and warrants that it shall follow this Policy during performance of the Work or the Contract and that neither it nor its agents, representatives, employees, or subcontractors shall gather, use, distribute, or retain any Information for purposes not directly related to the Work. Contractor shall indemnify and hold harmless NES for any failure by Contractor, or any of its agents, representatives, employees, or subcontractors, to adhere to this Policy. Such indemnification expressly includes NES's attorneys' fees, whether or not litigation is commenced.

Contractor: Paymentus Corporation

By:  DB435AF09A3D4B9...

Title: SVP / Head of Payments Operations

Date: 3/1/2024

MASTER SERVICES AGREEMENT

Client:	Nashville Electric Service
Client Address:	1214 Church Street, Nashville, TN 37246-0001
Client Contact for Notices	Kyle Kegley, Buyer II Copy to NES President & CEO
Estimated Number of Yearly Payments:	5,000,000

This Master Services Agreement (“Agreement”) is entered into as of the date of the last of the signatures set forth below (“Effective Date”), by and between the Client identified above and Paymentus Corporation, (“Paymentus”) a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as “Party” and collectively as the “Parties”. This Agreement replaces in its entirety the Master Services Agreement dated February 19, 2019 as amended, which contains Contracts Nos. 18-17-375, 19-17-330A and 23-17-016A (the “Prior Agreement”).

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

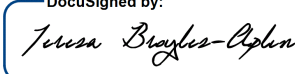
In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data
 - Schedule C:** Professional Services for Standard Implementation and Custom Integration
 - Schedule D:** Statement of Work
 - Schedule E:** Service Levels

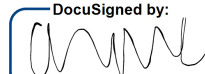
This Agreement represents the entire agreement between the Parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, (including, without limitation, the Prior Agreement which is expired as of the Effective Date hereof), and may be changed only by agreements in writing signed by the authorized representatives of each of the Parties.

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

CLIENT

DocuSigned by:

By: _____
6C850CEC2725404...
Name: Teresa Broyles-Aplin
Title: President and CEO
Date: 3/1/2024

PAYMENTUS CORPORATION

DocuSigned by:

By: _____
DB435AF09A3D4B9...
Name: Andy Dolan
Title: SVP / Head of Payments Operations
Date: 3/1/2024

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND NASHVILLE ELECTRIC SERVICE

1 **Definitions:**

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

- 1.1 “**Affiliates**” means any entities that control, are controlled by, or are under common control with a Party.
- 1.2 “**Agent Dashboard**” means a web based portal that enables Client to manage and monitor its’ customers’ payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 “**Agreement**” or “**Master Agreement**” means the Master Services Agreement between the Parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.
- 1.4 “**Average Bill Amount**” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 “**Custom Enhancement(s)**” means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.
- 1.6 “**Customer Information Files**” or “**CIF**” means a computerized file used by a company that stores all customer data such as the customer’s personal and account information.
- 1.7 “**Custom Implementation**” means implementation of Client’s Custom Integration and Custom Enhancements in accordance with the applicable Statement of Work (“SOW”).
- 1.8 “**Custom Integration**” means customization of the Platform to integrate with Client’s billing system using non-standard file specifications or application programming interfaces (“APIs”) supported by Client’s billing system
- 1.9 “**Effective Date**” has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.10 “**Excess Payment Amount**” means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.11 “**Fee Assumptions**” means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.12 “**IPN**” or “**Instant Payment Network**”™ means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.13 “**Launch Date**” means Effective Date with respect to Schedule A Services, and in any later applicable SOW as of the Effective Date of any applicable SOW.
- 1.14 “**Minimum Monthly Commitment**” means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A).
- 1.15 “**Non-Qualified Transaction**” means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).
- 1.16 “**Payment**” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.
- 1.17 “**Payment Amount**” means the amount of a Payment.
- 1.18 “**Paymentus Authorized Processor**” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

- 1.19 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **"Platform"** is defined in Section 2.1.
- 1.21 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **"Professional Services Fees"** means the fees charged for the Professional Services described in a SOW.
- 1.23 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.
- 1.25 **"Standard Implementation"** means (i) the initial integration between the information systems of both Parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **"Statement of Work" or "SOW"** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule D, attached hereto and incorporated herein by reference.
- 1.27 **"System Availability"** means that date on which Paymentus notifies Client that the Platform is ready to process User data.
- 1.28 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.

- 1.29 **"Third Party Fees"** is defined in Section 3.2.2 of this Agreement.
- 1.30 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **"Work" or "Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements

are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The entity to be charged the Paymentus Fee is identified on Schedule A (Paymentus Service Fee Schedule).

3.2.1.1 Where the "User Fee" is selected on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 Where Absorbed Fee is selected on Schedule A, Client will be charged the Paymentus Fee.

3.2.1.3 Where Hybrid Fee is selected on Schedule A, the Paymentus Fee will be split between Client and User, as identified in Schedule A ("Hybrid Fee Model").

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee ("Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the Parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Intentionally Omitted

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Effective Date of the Agreement, and continuing on each anniversary of the Effective Date thereafter during the Initial Term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("**Due Date**"). To the extent that any portion of an invoice is disputed in good faith ("**Disputed Amount**"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("**Invoice Dispute Notice**"). Parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not

disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the lower of 18% per annum or the then current maximum legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response (“IVR”) and Web payment details prominently on Client’s website including a “Pay Now” or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client’s general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client’s use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client’s Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client’s website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client’s general phone system.
- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by

Client. The CIF shall also identify customers by payment type.

- (v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have ten (10) days following such notification to confirm that there are no material defects in the System (“Testing Period”). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client’s billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients’ billing system.
- (ix) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus’ APIs to enable Client’s access to the IPN, if selected.
- (x) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.
- (xi) Providing Paymentus with designated test accounts or other data (“Test Data”) to assess the functionality of the platform as part of any user acceptance testing acceptance. Such Test Data shall not include any actual customer data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses, incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third party.

6.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted under Tennessee law, to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses, incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD

PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (i) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (ii) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (iii) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES RECEIVED UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

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

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach, in accordance with the Notice Provisions of this

Agreement, that contains reasonable details of the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the Parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

8.1 Compliance with Confidentiality Matters

The Parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the Parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

8.2 Publicity; Public Statements

Except as provided in this Agreement, Client shall not issue any form of press release or make any public statement on its website, to the media, or otherwise regarding Paymentus, the Platform or the Services without the prior written consent of Paymentus, unless disclosure is required by law, and then (i) only to the minimum extent necessary to comply with any applicable law, rule or regulation; and (ii) only after consultation with Payments regarding the content of such release or statement.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

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

11. Miscellaneous

11.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The Parties may from time to time designate and notify the other Party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) 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, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the Parties that no portion of the Agreement will be interpreted more harshly against either of the Parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Tennessee, without giving effect to any principles of conflicts of law.

11.5 Severability

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

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the Parties concerning the Agreement, the Parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God

or other events that are beyond such Party's 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, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the Parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	User will make payments
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels other than enrolled ACH	<input checked="" type="checkbox"/> The User shall pay a convenience fee of \$2.25 per transaction
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels including enrolled ACH	In addition to any User Fees collected, Client shall pay an absorbed amount as follows: \$0.20 per transaction per non-enrolled for all payment methods \$0.10 per transaction for autopay ACH channel enrolled Secure Service SMS - \$0.10 in addition to any other transaction fees To the extent a User Fee is not collected, Client shall pay the total Paymentus Fee which is the User Fee amount and the absorbed amount for each transaction.

Note:

The parties have agreed to the following:

- A. Average Bill Amount: \$217.08
- B. Maximum Amount per Payment for non-enrolled User and enrolled User is \$50,000 for ACH/eCheck for residential, supplemental residential and GSA1 (small commercial). All others including GSA2, GSA3, BCD customers (large commercial) customers the maximum payment amount for non-enrolled User and enrolled User for ACH/eCheck is \$4,000,000.
- C. The maximum amount for non-enrolled Users is \$5,500 for Credit/Debit. Multiple payments may be made.
- D. Chargebacks and returned checks will be billed at \$6.95 per item.

Schedule B – Client Payment Data

Fee Assumption are based on the following Client data:

Total Transactions Volume of Utility Payments	3,370,620
Average Debit Card Volume	918,970
Average Debit Card Transactions Amount	\$164.67
Average ACH (e-check) Volume	2,002,562
Average ACH (e-check) Transactions Amount	\$241.61
Average Credit Card Volume	258,687
Average Credit Card Transaction Amount	\$194.34
Number of Bills per Month	455,000
Average Bill	\$213

**Schedule C – Professional Services
Form of Standard Implementation
And Custom Integration**

1. **Standard Implementation.** The parties agree that the Services are provided on a “platform as a service” basis, and not as a result of custom software development. Client will accept Paymentus’ proposed reasonable alternatives to achieve Client’s functional objectives within the limits of the Paymentus platform. Paymentus will charge no fees related to Standard Implementation.
 - 1.1. **Integration Approach.** Standard Implementation of the Paymentus Platform may be achieved in one of two standard ways:
 - 1.1.1 **Standalone System.** Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible for providing Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment-posting file can be emailed or downloaded from the Paymentus Agent Dashboard.
 - 1.1.2 **Standard Integration with Client’s Billing System.** Alternatively, if Client chooses to have the Paymentus platform integrated with its billing system, Paymentus can provide standard integration services that Client can use to integrate its billing systems with the Paymentus platform (“Standard Integration”). Promptly following the execution of this Agreement, Paymentus will provide the standard specifications for integration to Client.
2. **Custom Implementation.** Upon request by Client, Paymentus can provide additional professional services to:
 - 2.1.1 Customize the Platform to create Custom Enhancements) as clarified and agreed to in Schedule D - Statement of Work
 - 2.1.2 Provide Custom Integration.
3. **Required Integration Points.** Based on Client’s use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points for both Standard and Custom Integrations:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Scheduled Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification- Audience File	Text File for customer engagement messages

4. **Statement of Work.** In the event that the Parties agree that Paymentus will provide professional services (“Professional Services”), to Client in connection with Custom Enhancement(s) and or Custom Integration(s), collectively “Custom Implementation”, the Parties will enter into a Statement of Work substantially in the form attached as Schedule D which will govern the terms of such Professional Services, including scope, initial project timelines and a process for change orders which may be necessary to address changes in the description of the Professional Services and or the timing and expense connected with the delivery of the Professional Services. The Parties will fully cooperate to ensure that the requirements with respect to Enhancement(s) and or Custom Integration(s) are clarified as needed. Paymentus will take commercially reasonable steps to deliver the Custom Implementation in accordance with the timeline provided for in the Statement of Work.

5. **Ownership of the Work Product resulting from Custom Implementation.** The Custom Implementation work product (“Work Product”) created by Paymentus under the terms of this Schedule C and Schedule D shall not be considered as “Work for Hire”, and Paymentus shall own all Work Product. Client shall have no rights in or ownership of the Work Product or any other property of Paymentus.

6. **Cooperation from Client and its Vendors.** Paymentus agrees to participate in meetings with Client’s third party vendors/service providers (collectively “Vendors”) to provide any information or clarifications needed for such vendor to understand the integration. Client agrees to fully cooperate with Paymentus and to cause its Vendors to fully cooperate with Paymentus in connection with the provision of (a) Client and Vendor specifications, within thirty (30) days of the Effective Date (b) professional services required for the integration and testing of the integration, irrespective of the integration approach.

7. **Impact of Non-Cooperation.** Client acknowledges that if it does not fully cooperate and require their vendors and other service providers to fully cooperate with Paymentus, the implementation and integration will be delayed and may result in the commencement of charges in connection with the Minimum Monthly Commitment charges, as provided in on Schedule A of the MSA.

8. **Standard Implementation Cost Recovery.** The professional services provided as part of the Standard Integration has a fair market value of \$20,000.00 (“Standard Implementation Value”). Should Client terminate the MSA prior to Launch or fail to Launch the Service within 180 days from the Effective Date of the Agreement, for any reason (other than Paymentus’ failure to perform material terms) Paymentus may, in its sole discretion, invoice Client the Standard Implementation Value and Client shall pay such invoice within thirty (30) days of receipt of Paymentus’ final invoice for its professional services in connection therewith.

9. **Custom Implementation Rates.** Paymentus will provide the professional services required for Custom Implementation, and will charge for such professional services at blended hourly rate. Should Client fail to timely Launch the Services, or terminate the MSA for any reason (other than Paymentus’ failure to perform material terms) Client shall be responsible for paying all fees incurred in connection with Custom Implementation within thirty (30) days of receipt of Paymentus’ final invoice for its professional services in connection therewith.

CLIENT HAS SELECTED THE FOLLOWING OPTION (To be checked as applicable):	
Standard Implementation	
Custom Implementation	

Schedule D

Form of Statement of Work

STATEMENT OF WORK No. []

This Statement of Work No. ___ issued pursuant to and in accordance with all of the terms of the Master Services Agreement (“Agreement” or “MSA”) dated [insert date] between Paymentus Corporation, a Delaware Corporation with a principal place of business located at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”) and Nashville Electric Service (“Client”) with a principal place of business located at 1214 Church Street, Nashville, TN 37246-0001 (collectively the “Parties”) is hereby entered into between the Parties and is effective as of the date that the last of the Parties signed this SOW as indicated below the signature line below (“SOW Effective Date”). Capitalized terms in this SOW shall have the same meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the Agreement shall prevail unless otherwise stated below.

1. PROJECT CONTACTS.

- a. **Client Authorized Representative.** The Primary contact for Client (“Client Project Manager”) that is responsible for Acceptance/rejection of the project deliverables is:

NAME:	
TITLE:	
TELEPHONE NO.	
EMAIL ADDRESS:	
ADDRESS:	

- b. **Paymentus Authorized Representative.** The Primary contact for Paymentus that is responsible for the Services to be performed under this SOW, and to receive notices from Paymentus under this SOW (“Paymentus Project Manager”):

NAME:	
TITLE:	
TELEPHONE NO.	
EMAIL ADDRESS:	
ADDRESS:	

2. **DESCRIPTION OF THE SCOPE OF SERVICES.** Paymentus resources shall complete the following objectives:

Item	Detail	Amount
	[Enter details of work that is to be completed here]	[Enter Rate here]
Total Due		

3. **ASSUMPTIONS**: The parties recognize that the following restraints and assumptions are applied to this SOW:

- 3.1 Staffing issues will be resolved between Client and the Paymentus Project Managers. Both Parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project;
- 3.2 Client will make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur, then:
 - 3.2.1 Client will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected Parties, including the Project Managers of both Parties;
 - 3.2.2 Paymentus will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule;
 - 3.2.3 Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
- 3.3 Prompt decision-making and problem resolution will be required to achieve an on-time project completion. It is expected that most decisions and problems will be resolved within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the resource loss.
- 3.4 Both parties will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests, within a reasonable time, not to exceed five (5) business days unless agreed by the parties , in order to minimize delays in the project.

4. **RESPONSIBILITIES OF THE PARTIES**. Each of the Parties will have the responsibilities set forth below:

- 4.1 **Client Responsibilities**. The following must be performed by Client in order for Paymentus to perform the Work. Client shall:
 - 4.1.1 Establish a Project Team that contains representatives inclusive of both the business and IT resources and that have the time, resources, and expertise to carry out their respective tasks and responsibilities;
 - 4.1.2 Designate a Project Manager who will manage the efforts of Client's Project Team and/or staff and coordinate activities with the Paymentus Project manager;
 - 4.1.3 Cause Client's Project Manager or designee to participate in scheduled (e.g. weekly or as required) status meetings with the Paymentus Project Manager;
 - 4.1.4 Review current business practices, and consider and/or adopt new business practices as needed;
 - 4.1.5 Provide timely responses to critical issues raised by the Paymentus Project Manager;
 - 4.1.6 Provide requested information and complete the forms required to establish a merchant account for funds settlement within five (5) business days of Paymentus' request;
 - 4.1.7 Timely perform testing as required including functional testing, CIS integration testing and user acceptance testing and promptly provide the documented test results to Paymentus;
 - 4.1.8. Provide the URLs of CIS for both a UAT environment and production environment and whitelist IPs as requested by Paymentus;
 - 4.1.9 Extract data from Clients' CIS and provide Paymentus with the required data in Paymentus' Customer Information File standard format, where CIF is used;

4.1.10 Take the lead in coordinating support from Client's CIS vendor and any other third-party vendor where Client holds the primary relationship (e.g. bill print). This includes the application-programming interface ("API") and all exchanges of data. Any related fees charged by the CIS or third party vendor are the responsibility of Client;

4.1.11 Provide access to PDFs for each individual bill, or alternatively assess to the bill print provider's API, where Client requires a bill image display to be accessible from the Paymentus solution. Any API related fees are the responsibility of Client;

4.1.12 Cause Client representatives to attend scheduled training sessions; and

4.1.13 Provide signoff on UAT and GO LIVE confirming Client has completed all testing activities.

4.2 **Paymentus Responsibilities:** Paymentus will do the following:

4.2.1.1 Maintain project communications with Client's Project Manager;

4.2.2 Manage the efforts of the Paymentus staff and coordinate Paymentus activities with Client's Project Manager;

4.2.3 Conduct regular (e.g. weekly or as required) telephone status report conversations with the Client's Project Manager;

4.2.4 Participate in weekly reviews with Client's project team. Participation can be waived by mutual agreement;

4.2.5 Provide timely responses to critical issues raised by Client's Project Manager;

4.2.6 Prepare and submit a status report that includes activities planned for the current month and an update to both the Project Schedule and the action item list;

4.2.7 Resolve deviations from the Project Schedule;

4.2.8 Monitor the project to ensure that support resources are available as scheduled;

4.2.9 Coordinate and perform the configuration of the Paymentus solution;

4.2.10 Provide Client with one (1) production and one (1) UAT (User Acceptance Testing) environment;

4.2.11 Establish a SFTP site for file transfer, where applicable; and

4.2.12 Train Client representatives on the Paymentus solution.

5. **COMPENSATION AND PAYMENT TERMS FOR IMPLEMENTATION SERVICES:**

5.1 **Compensation.** The rates for Professional Services in connection with this SOW shall be charged at a blended rate of \$250.00 per hour and the project is estimated to cost a total of [\$ XXX.XX] ("SOW Fees").

5.2 **Payment Terms.** Client shall be invoiced for 50% (fifty percent) of the SOW Fees upon execution of this SOW. The balance of the SOW Fees, less the SOW Credit (plus any additional amounts agreed to be paid under the Change Management Process described in Section 5 below) shall be invoiced by Paymentus upon Acceptance of the completed Work, and shall be due thirty (30) days following the invoice date.

6. **CHANGE MANAGEMENT.** Either Party may desire to change the scope of the Services following execution of an SOW. If so, the Party will submit a written change order request in the form of Exhibit A-1 to the other Party describing such change in appropriate detail (a "Change Order Request"). At that time one of the following will occur:

6.1 **No material changes in cost or delivery dates.** If the Work described on a Change Order Request does not require either Party to incur any additional material costs or expenses and will not cause a delay in the delivery of the Work, then the Parties will sign the Change Order Request accepting the modification to the description of the Work within ten (10) business days of the Party's receipt of the Change Order Request, and the resulting document which has been signed by the authorized representative of each of the Parties shall then become a "Change Order" which acts as an enforceable modification of this SOW.

6.2 Delivery of an estimate of impact if Costs or Delivery Dates will be impacted. If the requested changes described on a Change Order Request will result in additional material costs or expenses, or will impact the delivery dates for the Deliverables or completion of the Work, then Paymentus shall in good faith provide Client with a written, high-level, non-binding assessment of such costs, expenses and the time that will be required to perform the modifications required by the Change Order (“Estimate” or “Proposed Change Order”), which Estimate shall be delivered within ten (10) days of Paymentus’ receipt of the Change Order Request. Client will notify Paymentus within ten (10) days of receipt of the Estimate whether Client desires to proceed, and if so, Client will document this decision by signing the Proposed Change Order which shall be in the form of Exhibit A-1 to this SOW. Paymentus’ implementation of a Change Order shall not delay the performance of Services and/or the delivery of Deliverables not reasonably affected by the Change Order Request.

7. ACCEPTANCE OF WORK.

Upon completion of the Work, Paymentus will notify Client (“Completion Notice”) that Client can commence acceptance testing to verify that the relevant Work complies with the Work description and specifications set forth or referenced in this Statement of Work. Client shall test the Work and shall provide written notice to the Paymentus Project Manager within ten (10) business days of the date of the “Completion Notice” (“Testing Period”) either that (i) Client has accepted the Work (“Acceptance”), or (ii) that Client has identified defects or bugs in the Work that need to be corrected (“Correction Notice”). Following Paymentus’ receipt of a Correction Notice, the Parties will promptly work together to correct all identified defects in the Work, including having the Client demonstrate the defect to Paymentus upon request. Once the identified defects in the Work have been corrected, Paymentus will issue a second Completion Notice to Client and above process shall be repeated until the Work is Accepted. If no notice is provided by Client following the applicable Testing Period, the Work shall be deemed to be accepted.

8. TERM OF THIS SOW: The term of this SOW shall begin on the SOW Effective Date and shall continue through Acceptance of the Services and Paymentus’ receipt of final payment. This SOW shall not be amended except through a fully executed Change Order pursuant to Section 6 above.

9. LOCATION OF PERFORMANCE OF THE WORK. Paymentus will perform the Work remotely.

10. ESCALATION APPROACH FOR DISPUTES UNDER THIS SOW. In the event there is a dispute by the Parties in connection with the Work, or one of the Parties believes that the other party is not cooperating in a timely manner in connection with this SOW (either a “Dispute”); the Parties agree to take the following steps:

10.1 Process for Escalations:

10.1.1 Escalation Level 1. The complaining party must first address the issue by having a meeting within two (2) business days of request by either party between the representatives of each of the parties identified as Escalation Level 1 below;

10.1.2 Escalation Level 2. If the Dispute is not resolved to the reasonable satisfaction of the complaining party as the result of Escalation Level 1, then such party may request a meeting within two (2) more business days, which meeting shall be attended by the representatives of each Party identified as Escalation Level 2 below.

10.1.3 Escalation Level 3. Finally, if either party believes that the Dispute has still failed to be properly resolved upon the completion of Escalation Level 2, such Party may request a meeting with the representatives of each the Parties identified in the below Escalation Chart as Escalation Level 3 below. At the conclusion of the third meeting, if the Dispute has not been resolved and the complaining Party believes that it results in a material breach, then the complaining Party must give notice of material breach as required by the terms of the MSA.

10.2 Escalation Participants. The designees for each of the Parties that will participate in the above-described escalation process are as follows:

Paymentus:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name>	<Insert Name>	<Insert Name>
Project Manager	Senior Manager, Client Services	Vice President, Customer Success
Email: <Insert Email>	<Insert Email>	

Phone: <Insert Phone >	<Insert Phone >	<Insert Email >
-------------------------------	------------------------	------------------------

Client:

Escalation Level 1	Escalation Level 2	Escalation Level 3
<Insert Name > <Insert Title >	<Insert Name > <Insert Title >	<Insert Name > <Insert Title >
Email: <Insert Email >	<Insert Email >	<Insert Email >
Phone: <Insert Phone >	<Insert Phone >	<Insert Phone >

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed by their duly authorized representatives as of the last of the signature dates below.

NASHVILLE ELECTRIC SERVICE

By: _____

Name: _____

Title: _____

Date: _____

PAYMENTUS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A-1- TO STATEMENT OF WORK: FORM OF CHANGE ORDERS

THIS Change Order (“Change Order No. ___”) is entered into and made effective as of _____, 2022 (the “Change Order Effective Date”) and is an amendment of the parties’ Statement of Work dated _____ (the “SOW”) under the Master Services Agreement dated _____ (the “Agreement”), by and between _____ (“Client”) and Paymentus Corporation, a Delaware corporation.

As per the Agreement, any change to the SOW must be agreed to, in writing, by both parties, and the parties agree as follows:

- The description of the requested change;
- The impact, if any, on the existing Services and Deliverables (if any);
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in the pricing and payment schedule.

Paymentus will not perform any Services outside of the SOW until this Change Order No. ___ has been signed by both parties.

Change Order Description
●
Impact, if any, on existing Services and Deliverables
●
Impact, if any, on existing Project Schedule
●
Change Order Pricing and Payment Schedule
●

In the event the terms of this Change Order No. ___ are contrary to the terms of the SOW or Agreement, the terms of this Change Order No. ___ shall control with respect to the matters herein. Except as specifically amended hereby, all provisions of the Agreement and SOW shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Change Order No. ___ as of the last date set out below.

NASHVILLE ELECTRIC SERVICE

By: _____
 Name: _____
 Title: _____
 Date: _____

PAYMENTUS CORPORATION

By: _____
 Name: _____
 Title: _____
 Date: _____

Schedule E

Paymentus Service Levels

Customer Service

For any customer service request via customercare@paymentus.com, a case is created immediately with a unique case number. A response is sent to the originator with the acknowledgement that a case has been created and will include the unique case number assigned to the service request. Such response is sent within 15 minutes of the receipt of an email via Paymentus. A severity level is assigned to each service request upon receipt pursuant to the descriptions set forth below. In some cases, it may be appropriate to upgrade or downgrade the severity level from its initial assignment.

Severity Levels:

- Severity 1: Channel Level Issue (one channel is not operational - web, IVR or agent dashboard)
- Severity 2: Business Process Issue (batch files, payment posting file). Unable to download via both automated and on-demand via agent dashboard
- Severity 3: Individual payment issue or research request for payments and charge-backs.

Response Timeframes:

- Severity 1: 30-60 minutes; Paymentus Account Manager or Customer Service
- Severity 2: 4 business hours; Paymentus Account Manager or Customer Service
- Severity 3: One business day; Paymentus Account Manager or Customer

Service System Availability

Paymentus is expected to provide the Services 24 hours per day, 365 days per year with a 99.5% system uptime, except for scheduled maintenance that shall not be performed during normal business hours of operation from 8:00 AM to 5:00 PM (EST). Paymentus will provide Client with its maintenance schedule.