

RESOLUTION NO. 2012 - 338

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT FOR AN ONLINE WEB PAYMENT PORTAL, IVR PAYMENT PORTAL AND CREDIT CARD PROCESSING

RECITALS

WHEREAS, the County desires to enter into a contract with Paymentus Corporation to purchase an Online Web Payment Portal, IVR Payment Portal and Credit Card Processing; and

WHEREAS, the project is being funded by the Utility Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the attached contract and finds that accepting this contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into contract with Paymentus Corporation.

Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantial conformance with attached draft contract with Paymentus Corporation on behalf of the County for the purchase of Online Web Payment Portal, IVR Payment Portal and Credit Card Processing.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of November, 2012.

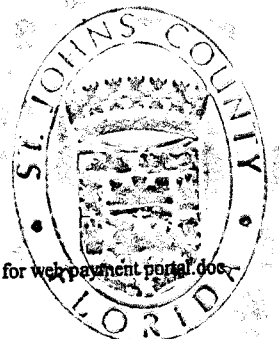
ATTEST: Cheryl Strickland, Clerk

By: *Sam Halterum*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: *Jay Morris*
Chair

RENDITION DATE 11/28/12



REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING

SUBJECT: Online Web Payment Portal, IVR Payment Portal and Credit Card Processing

SUGGESTED VENDOR: Paymentus ESTIMATE: \$12,000 - \$18,000/mo. (Main system) & \$2,100 - \$2,500/mo/ (PV System)

REASON FOR REQUEST:

- A. Standardization
- B. Spare Parts
- C. Replacement Parts

- D. Only Known Supplier
- E. Delay of Construction Contractor
- F. Environmental Urgency

PURCHASING POLICY NUMBER:

- G. Public Safety Emergency
- H. Time Restriction
- I. Other

BUDGET ACCT. NO/DESCRIPTION: 4409-53201 (Service Charges - Main System) & 4470-53201 (PV System)

BUDGETED AMOUNT: \$265,000 Main System & \$41,000 PV System

See Attached

FINANCE APPROVALS 11 9/24/12

OMB APPROVALS ^{OK} Donna Thomas 9/18/12

REQUISITIONER: Charme Blackley, Customer Service Manager Cha B DATE: 9-11-12

DEPT. MANAGER: Frank Kenton, Utility Administrative Manager F Kenton DATE: 9/11/12

DIVISION MANAGER: Bill Young, Utility Director W Young DATE: 9-11-12

PURCHASING REVIEW

- DISPOSITION: A. Concur with Request
B. Does not concur with Request
C. Requires approval(s) as listed below

COMMENTS: Use review with & obtain approval of OMB & Finance Directors, otherwise OK.

BUYER: _____ DATE: _____ PURCHASING DIRECTOR: Joe Burch DATE: 9-11-12

MANAGEMENT REVIEW

- DISPOSITION: A. Concur with Request
B. Does not concur with Request

COMMENTS:

Duffell 9-26-12

DANWELL LOCKLEAR
 Jerry Cameron, Assistant County Administrator DATE: _____

Michael D. Wanchick, County Administrator DATE: _____

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 04/05/07

St. Johns County Utility Department
Online Web Payment Portal, IVR Payment Portal
and Credit Card Processing

The St. Johns County Utility Department (SJCUD) currently accepts credit card payments over the counter and over the telephone. In order to provide additional payment options to our customers, SJCUD is looking into providing customers the ability to pay utility bills via credit card and check over the web. The SJCUD already provides an Integrated Voice Recognition (IVR) system to receive credit card payments over the phone. We would like to extend this service to cover the payment of checks as well. The processing of credit cards is a very expensive process, however, it provides a great convenience to our customers, and in some cases is the only means by which a customer can avoid service interruption.

SJCUD is proposing to contract with Paymentus Corporation to provide a third party web portal for credit card and check processing as well as a new IVR system. SJCUD and the County's MIS Department have been working toward offering credit card payment via the web but have encountered numerous roadblocks, mainly the strict Payment Card Industry (PCI) security standards for hosting and storing credit card information on County servers. With an increased focus on credit/debit card data security, the two major credit card companies, Visa and MasterCard, have compiled certain PCI security standards that must be adhered to at all times if payments are accepted using credit cards. By utilizing a fully hosted, turn-key, enterprise bill payment solution, **Paymentus Corporation will meet the County's PCI compliance requirements as Paymentus is PCI Level One certified, the highest level attainable.** (See attached letter and certificate from Paymentus.) Since credit card data will not be stored on the County's network or system, the requirement to meet PCI compliance at this level, will shift to a third party and relieves the County of responsibility for the data.

Paymentus Corporation would implement the credit card payments through the County's website and through the telephone IVR. The type of payments accepted will be credit card, debit card, or E-check. Paymentus Corporation prices their fully integrated service on a flat per transaction charge rate and there are no additional costs or hidden fees to be incurred. Paymentus' flat fee transaction pricing includes: process integration, training, telecommunications, security, licensing, and 24/7 live customer support. Paymentus will also custom integrate the posting file making the payment system simple to use not only by our customers but for our in-house staff as well. For payments using a telephone, Paymentus will offer a toll free telephone number to be used for automated Interactive Voice Response (IVR) phone based payments at no additional cost to the County. By offering the ability to pay over the web, this will provide our customers additional methods to pay their bills.

There are no charges for initial set up, annual maintenance, licensing fees, additional capacity fees or per minute fees charged for their service. Paymentus is a fully hosted, turn-key, enterprise bill payment solution used by cities, counties and utilities. They have over 260 clients across 41 States and millions of end-users supported for monthly payments. **Paymentus Corporation is the only PCI compliant Harris/Cogsdale**

St. Johns County Utility Department
Online Web Payment Portal, IVR Payment Portal
and Credit Card Processing

Payment Processing Partner (see attached letter) that has been integrated with Customer Web 2.0, the County's current utility billing software's web portal. This integration will allow for real-time information for both the customer and the Utility. Implementing the Paymentus payment solution is a way for the County to "offer more for less" by offering more ways for our customers to make a secure payment on their utilities account without increasing the County's cost of processing. In addition, the Paymentus payment solution also provides 24/7 live customer service in the event any customer has a question or problem processing a payment.

By utilizing Paymentus, the SJCUD will save approximately \$62,000 annually in processing fees and an additional \$4,500 in annual maintenance fees for our existing IVR system that will no longer be needed.

Implementing the Paymentus payment solution will not only provide online bill payment access for our utility customers, but it will also provide a variety of more efficient payment channels for our customers to utilize when making a utility bill payment. There are no other fees other than the per transaction fee, and the system will accept IVR phone payments using a toll free phone line 24 hours a day, 7 days a week. This comprehensive payment solution can also be expanded at any time to include other types of payments the SJCUD wishes to have setup to accept using the same type of payment channels offered for utility bills. Staff anticipates the implementation of this payment solution should take about 8-12 weeks.



Mr. Frank Kenton
Director, Utility Billing
St. Johns County - Utility Dept.
500 San Sebastian View
St. Augustine, FL. 32084

June 11, 2012



Re: Paymentus and PCI Compliance Confirmation

Dear Frank:

Paymentus Corporation is pleased to confirm that we are certified as Payment Card Industry Data Security Standard (PCI DSS) Level 1 compliant, the highest level attainable. The PCI DSS is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.


Since our founding as a company in 2004, Paymentus has been audited annually and certified annually for PCI DSS Level 1 compliance. Paymentus' ongoing compliant status may be viewed on the Visa Global Registry of Service Providers: <http://usa.visa.com/download/merchants/cisp-list-of-pcidss-compliant-service-providers.pdf>.

Below is the Certificate of Compliance that certifies Paymentus Corporation as a Level 1 service provider, valid to October 30, 2012.


 **Certificate of Compliance*** 

This is to certify that **Paymentus Corporation** is compliant with all standards as specified in the Payment Card Industry (PCI) standards version 2. This certification applies to PCI DSS Standards Council LLC requirements.

Compliance has been granted based on information provided by the merchant in regards to its policies, procedures and technical systems that safeguard cardholder data as well as the results of their vulnerability scans and PCI audits performed by SPI Guard Security Solutions Inc. on those systems.

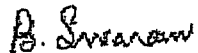

Security Solutions Inc.

Service Provider Level	Level 1
Onsite Completed	September 29, 2011
Scan Performed Quarterly - Latest Scan	August 15, 2012
Report on Compliance Completed	October 15, 2012
Compliance Validation	October 11, 2012
Compliance Certificate Valid Until	October 30, 2012

 **Compliance Granted**

It is the service provider's responsibility to remain compliant with PCI standards and to re-certify prior to expiration date noted above.

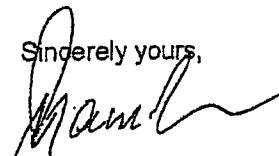
A full copy of the scan and Report on Compliance is available upon request to authorized organizations.


B. Swanson
SPI Guard Security Solutions Inc. Date: November 2, 2012

* Paymentus Security Solutions Inc. makes no representation or warranty as to whether the merchant's systems are secure either from an internal or external (hack or breach) or whether the cardholder data is at risk of being compromised. The assessment's sole purpose is to determine compliance and cannot be used for any other purpose.
* SPI Guard Security Solutions Inc. is a PCI Security Standards Council certified QSA company.

We trust that this letter is suitable for your purpose of considering Paymentus for automated payment services.

Sincerely yours,


H. V. Ramotar
Controller

HARRIS


8/29/2012

Ms. LeQuitia King
St. Johns County Utility Department

Dear LeQuitia:

As of today, Paymentus is the only PCI Compliant Harris/Cogsdale Payment Processing Partner that has been integrated and tested with Customer Web 2. Our first live installation of the integration is scheduled for the week of 9/12/2012 with another Cosgdale Customer Web 2 account.

Sincerely,



Barry Anderson
Harris Computer
Director, Gateway Initiative

HARRIS COMPUTER SYSTEMS

1850 W. Winchester Road, Suite 209 - Libertyville, IL 60048 • Phone: 847-362-2803 • Fax: 847-362-3347
www.harriscomputer.com



MASTER SERVICES AGREEMENT

Customer:	St. Johns County - Utility Dept.
Customer Address:	500 San Sebastian View St. Augustine, FL 32084
Contact for Notices to Customer:	Frank Kenton, Utility Administrative Manager
Estimated Yearly Bills / Invoices:	420,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below:

Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Customer with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

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

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1 Definitions:

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

- 1.1 "Agreement " or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Customer
- 1.2 "User" shall mean the users of the Customer's services
- 1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date
- 1.4 "Launch Date" shall be the date on which Customer launches this service to the Users
- 1.5 "Payment" shall mean Users to make payments for Customer's services or Customer's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Customer.
- 1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement
- 1.8 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway
- 1.9 "Reversed or Charged-back Transactions" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity.
- 1.10 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

Attorney's notice for moving away from Elnor.



3 Compensation

3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 Paymentus Service Fee

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A. Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks)..

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the assumption that the aggregate Payment Amount collected each month from the use of non-utility rate qualified cards ("Non-Qualified") such as commercial cards or purchase cards shall not exceed 5%. Should the Non-Qualified Payment Amount exceed 5% of the total Payment Amount in any month ("Additional Non-Qualified Amount"), Paymentus shall apply a non-qualified adjustment of 3.5% on the Additional Non-Qualified Amount, in addition to the Paymentus Service Fee. Paymentus can amend this schedule upon prior written notice to the Customer, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount.

4 Payment Processing

4.1 Integration with Customer's Billing System

At no cost to Customer, Paymentus will develop one (1) file format interface with Customer's billing system using Customer's existing text file format currently used to post payments to Customer's billing system. Customer will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Customer chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Customer will use Paymentus specified integration process.

4.2 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

Paymentus will arrange for the Customer to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.4 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the



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

Paymentus will debit the Paymentus Service Fees from Customer's account on a monthly basis. Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Customer and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions the Customer authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organization) to debit the Customer Bank Account for the Payment Amount and Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Customer and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Customer

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

Paymentus shall provide Customer with logos, graphics and other marketing materials for Customer's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Customer will communicate Paymentus option to its end residential and commercial customers wherever Customer usually communicates its other payment methods.

5.3 Independent Contractor

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

5.4 Customer's Responsibilities

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

- (i) Customer will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Customer website.



The Real-Time Bill Payment Company

The phone number for the IVR payment will also be added to the web site. Customer will also add the IVR payment option as part of the Customer's general phone system.

- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Customer will launch the service to the Users.
- (v) For the purpose of providing Customer a posting file for posting to Customer's billing system, Customer will provide the file format specification currently used to post its payments to the billing system. Customer will fully cooperate with Paymentus and provide the information required to integrate with Customer's billing system.

6 Governing Laws

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

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or by a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Customer

c/o _____

() _____ (Phone)

() _____ (Fax)

To Paymentus

c/o President and CEO

3455 Peachtree Road N.E. 5th Floor
Atlanta, GA 30326

(888) 476-8910 (Phone)
(877) 882-1676 (Fax)

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4 Amendment of Agreement

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



The Real-Time Bill Payment Company

7.5 Severability

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

7.6 Attorney's Fees

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

7.7 Confidentiality

Customer will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, customers, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

7.8 Intellectual Property

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

7.9 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.10 Time of the Essence

Paymentus and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties respective obligations under this Agreement.

8 Indemnification

8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Customer Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.



The Real-Time Bill Payment Company

8.2 Customer Indemnification and Hold Harmless

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

8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Customer or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

9 Term and Termination

9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 3 (three) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

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

9.2 Material Breach

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

9.3 Upon Termination

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



Schedule A – Paymentus Service Fee Schedule

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

Absorbed Fee Model	
<input type="checkbox"/>	Absorbed Model
<input type="checkbox"/>	Average Bill Amount: \$65.00
<input type="checkbox"/>	Paymentus Service Fee per qualified utility rate transaction*
•	Credit / Debit Card \$2.00 (Visa, MasterCard , Discover Utility Program Rate)
•	American Express 2.65%
•	ACH / eCheck \$0.50

Note: The Maximum Amount per Payment on each qualified utility rate transaction is \$5,000. The service fee is \$2.00 per \$400 increment. This transaction service fee increases by \$2.00 for each \$400 increment per transaction, up to a maximum of \$5,000.

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



Schedule B – Paymentus Enterprise Communications Manager (ECM)

Paymentus Enterprise Communications Manager consists of Paymentus' pre-recorded messages for payments reminders and service outage alerts. Automated messages can be sent to your customers through the Paymentus platform by automated phone, email, and SMS (Short Message Service) Text Messaging. There is no charge to the Customer for the infrastructure enabling these services.

ECM FEE STRUCTURE	
<input type="checkbox"/>	Up to 3,000 Messages Per Month No Charge
<input type="checkbox"/>	In Excess of Allotted Messages per Business Day:
<input type="checkbox"/>	\$0.15 per IVR and SMS message
<input type="checkbox"/>	\$0.05 per Email message

Customer Agreement:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____

St. Johns County Utility Department
 Credit Card Processing Fee Comparison
 Ponte Vedra System

Credit Cards

Month	Type	# of Transaction	Settlement Charges	Avg. Sale	Settlement Fee	Per Item Pd	Fees	Total Charge	Avg. %	Avg. perTrans	Fee - %	Total Cost	Difference
Oct-11	AMEX	88	9427.17	\$ 107.13	202.69	\$0.00	\$0.00	\$202.69	2.15%	2.30	2.65%	249.82	\$ 47.13
Nov-11	AMEX	67	6433.52	\$ 96.02	138.31	\$0.00	\$0.00	\$138.31	2.15%	2.06	2.65%	170.49	\$ 32.18
Dec-11	AMEX	79	\$7,728.64	\$ 97.83	\$165.89	\$0.00	\$0.00	\$165.89	2.15%	2.10	2.65%	204.81	\$ 38.92
Jan-12	AMEX	65	\$5,224.74	\$ 80.38	\$112.35	\$0.00	\$0.00	\$112.35	2.15%	1.73	2.65%	138.46	\$ 26.11
Feb-12	AMEX	83	\$11,155.59	\$ 134.40	\$239.84	\$0.00	\$0.00	\$239.84	2.15%	2.89	2.65%	295.62	\$ 55.78
Mar-12	AMEX	85	\$11,682.39	\$ 137.44	\$251.16	\$0.00	\$0.00	\$251.16	2.15%	2.95	2.65%	309.58	\$ 58.42
Apr-12	AMEX	74	\$11,996.86	\$ 162.12	\$257.94	\$0.00	\$0.00	\$257.94	2.15%	3.49	2.65%	317.92	\$ 59.98
May-12	AMEX	68	\$8,992.53	\$ 132.24	\$193.34	\$0.00	\$0.00	\$193.34	2.15%	2.84	2.65%	238.30	\$ 44.96
													\$ 363.48

Month	Type	# of Transaction	Settlement Charges	Avg. Sale	Settlement Fee	Per Item Pd	Fees	Total Charge	Avg. %	Avg. perTrans	Fee - Item	Total Cost	Difference
Oct-11	VISA/MC	1054	\$96,370.29	\$ 91.43	\$2,914.87	\$193.80	\$297.00	\$3,405.67	3.53%	3.23	\$2.00	\$2,108.00	(\$1,297.67)
Nov-11	VISA/MC	850	\$65,726.48	\$ 77.33	\$1,869.83	\$210.20	\$236.69	\$2,316.72	3.52%	2.73	\$2.00	\$1,700.00	(\$616.72)
Dec-11	VISA/MC	1134	\$98,196.06	\$ 86.59	\$3,029.82	\$270.10	\$353.76	\$3,653.68	3.72%	3.22	\$2.00	\$2,268.00	(\$1,385.68)
Jan-12	VISA/MC	903	\$68,531.00	\$ 75.89	\$1,933.29	\$209.70	\$263.18	\$2,406.17	3.51%	2.66	\$2.00	\$1,806.00	(\$600.17)
Feb-12	VISA/MC	1014	\$73,583.61	\$ 72.57	\$2,172.84	\$239.30	\$272.48	\$2,684.62	3.65%	2.65	\$2.00	\$2,028.00	(\$656.62)
Mar-12	VISA/MC	1216	\$97,306.15	\$ 80.02	\$2,968.57	\$287.90	\$317.63	\$3,574.10	3.67%	2.94	\$2.00	\$2,432.00	(\$1,142.10)
Apr-12	VISA/MC	902	\$72,652.28	\$ 80.55	\$2,286.57	\$240.80	\$353.30	\$2,880.67	3.97%	3.19	\$2.00	\$1,804.00	(\$1,076.67)
May-12	VISA/MC	1080	\$88,433.64	\$ 81.88	\$2,704.51	\$291.80	\$422.86	\$3,419.17	3.87%	3.17	\$2.00	\$2,160.00	(\$1,259.17)
													(\$8,034.80)

Savings over 8 month period: (\$7,680.14)
 Annualized Savings: (\$11,520.21)

St. Johns County Utility Department
 Credit Card Processing Fee Comparison
 Main System

Month	Type	# of Transaction	Settlement Charges	Avg. Sale	Settlement Fee	Per Item Pd	Fees	Total Charge	Avg. %	Avg. perTrans	Fee - %	Total Cost	Difference
Oct-11	AMEX	194	\$50,200.99	\$258.77	\$1,079.33	\$0.00	\$0.00	\$1,079.33	2.15%	5.56	2.65%	\$1,330.33	\$251.00
Nov-11	AMEX	171	\$22,602.68	\$132.18	\$485.23	\$0.00	\$0.00	\$485.23	2.15%	2.84	2.65%	\$598.97	\$113.74
Dec-11	AMEX	230	\$49,409.45	\$214.82	\$1,061.91	\$0.00	\$0.00	\$1,061.91	2.15%	4.62	2.65%	\$1,309.35	\$247.44
Jan-12	AMEX	215	\$51,226.64	\$238.26	\$1,101.83	\$0.00	\$0.00	\$1,101.83	2.15%	5.12	2.65%	\$1,357.51	\$255.68
Feb-12	AMEX	204	\$72,125.09	\$353.55	\$1,548.06	\$0.00	\$0.00	\$1,548.06	2.15%	7.59	2.65%	\$1,911.31	\$363.25
Mar-12	AMEX	204	\$45,889.32	\$224.95	\$986.61	\$0.00	\$0.00	\$986.61	2.15%	4.84	2.65%	\$1,216.07	\$229.46
Apr-12	AMEX	177	\$54,857.62	\$309.93	\$1,177.74	\$0.00	\$0.00	\$1,177.74	2.15%	6.65	2.65%	\$1,453.73	\$275.99
May-12	AMEX	218	\$29,929.03	\$137.29	\$642.96	\$0.00	\$0.00	\$642.96	2.15%	2.95	2.65%	\$793.12	\$150.16
													\$1,886.71

Month	Type	# of Transaction	Settlement Charges	Avg. Sale	Settlement Fee	Per Item Pd	Fees	Total Charge	Avg. %	Avg. perTrans	Fee - %	Total Cost	Difference
Oct-11	VISA/MC	7415	\$506,149.69	\$68.26	\$15,158.75	\$2,234.03	\$95.85	\$17,488.63	3.46%	2.36	\$2.00	\$14,830.00	(\$2,658.63)
Nov-11	VISA/MC	5367	\$384,113.29	\$71.57	\$10,778.25	\$1,515.00	\$93.30	\$12,386.55	3.22%	2.31	\$2.00	\$10,734.00	(\$1,652.55)
Dec-11	VISA/MC	7673	\$587,835.90	\$76.61	\$18,977.09	\$2,331.86	\$274.75	\$21,583.70	3.67%	2.81	\$2.00	\$15,346.00	(\$6,237.70)
Jan-12	VISA/MC	5386	\$383,750.21	\$71.25	\$10,886.14	\$1,518.38	\$94.20	\$12,498.72	3.26%	2.32	\$2.00	\$10,772.00	(\$1,726.72)
Feb-12	VISA/MC	6519	\$473,537.39	\$72.64	\$14,406.69	\$1,919.02	\$91.65	\$16,417.36	3.47%	2.52	\$2.00	\$13,038.00	(\$3,379.36)
Mar-12	VISA/MC	7930	\$591,275.88	\$74.56	\$19,108.47	\$2,386.69	\$94.95	\$21,590.11	3.65%	2.72	\$2.00	\$15,860.00	(\$5,730.11)
Apr-12	VISA/MC	5252	\$376,837.46	\$71.75	\$11,503.79	\$1,596.09	\$89.85	\$13,189.73	3.50%	2.51	\$2.00	\$10,504.00	(\$2,685.73)
May-12	VISA/MC	6787	\$628,250.68	\$92.57	\$22,334.62	\$2,175.62	\$972.95	\$25,483.19	4.06%	3.75	\$2.00	\$13,574.00	(\$11,909.19)
													(\$35,979.99)

Savings over 8 month period: (\$34,523.01)
 Annualized Savings: (\$51,784.51)