

Town of Colchester, Connecticut

OFFICE OF THE TAX COLLECTOR

127 Norwich Avenue, Colchester, Connecticut 06415

TO: Board of Selectmen

CC: Andreas Bisbikos, First Selectman

FROM: Michele Wyatt, Tax Collector

Date: April 26, 2022

Subject: Decision and Possible Action on the Selection of Electronic Payment Company

The Tax Office started accepting electronic payments in 2015 using the technology from Point & Pay, LLC. We have been able to accept payment from credit cards; Master Card, Visa, American Express and Discover Cards and e-checks in the office and on-line. For 7 years Point & Pay has never raised their fees which are: \$ 1.50 for e-check, \$3.95 for visa debit and \$2.5% fee for everything else. These charges are paid directly to the bill pay company by the taxpayers.

Representatives from Point & Pay have contacted us as the technology we use right now is being discontinued and they need to upgrade our software package and at the same time they are looking for us to renew our contract with them. Fees once again would not change and would remain the same.

Two years ago, BOF Chair Rob Tarlov asked me to investigate other companies that offer technology in the form of text alerts and/or emails when bills come out. At that time Covid hit and it was hard to reach companies as everyone went remote, so I tabled the research. Now that everyone is back in the office, I continued this research and I had to keep in mind that whoever we engaged with their product needed to work side by side with our Data Software Vendor: Quality Data. This feature alone disqualified some vendors and some vendors pricing was quite high. Keeping in mind that our taxpayers pay these fees I wanted to present to the board comparable pricing. After numerous conversations Invoice Cloud came highly recommended with tax collector colleagues. In speaking with the service representative for Invoice Cloud, I found they offer all the credit card features and e-checks we have now as well as they also accept Apple Pay, Google Pay, Venmo & Pay Pal transactions. Additionally, taxpayers can also sign up for alerts as to when their bills are due. One of the great features that I do like is transactions made via the website comes off instantaneously. In today's technology with Point & Pay if someone made a transaction on the website it

Michele A. Wyatt, Tax Collector
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would take 24-48 hours to be uploaded where Invoice Cloud would show (on the website) paid as soon as the transaction occurs.

The software upgrade that Point & Pay has is a technology upgrade and everything would remain the same as it is right now. Customers will be not able to receive text/email alerts when bills are on-line, they could only use MasterCard, Visa, American Express, Discover and e-checks as well as having a delay in showing on-line items as being paid.

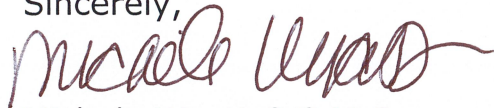
The following is a spread sheet comparing both companies:

	Point & Pay LLC	Invoice Cloud
QDS Compatible	YES	YES
Payments:		
Visa, Mastercard, Discover, American Express	2.5%	2.95%
E-Check/ACH – Per Transaction	\$1.50	\$1.50
Visa Debit – Per Transaction	\$3.95	2.95%
Charge Backs; Credit Cards & ACH	None	\$15.00
Apple pay, Google Pay, Venmo, Pay Pal	N/A	2.95%
Text and/or email alerts	N/A	YES
Website Payments	Shows paid 24-28 hours after processing	Shows paid immediately

Attached are both agreements and service contracts for your review. Both are great companies and both of these companies have software that integrate with our data software program. Invoice Cloud offers more features however it comes with an increase to the taxpayers from 2.5% service charge to 2.95%.

I am requesting the Board of Selectmen choose which package they would like to use starting immediately and authorize the First Selectmen to sign all necessary contracts so that we can have an electronic bill pay vendor in place for July 1, 2022 tax season.

Sincerely,



Michele Wyatt C.C.M.C.
Tax Collector

Innovating the Customer Experience

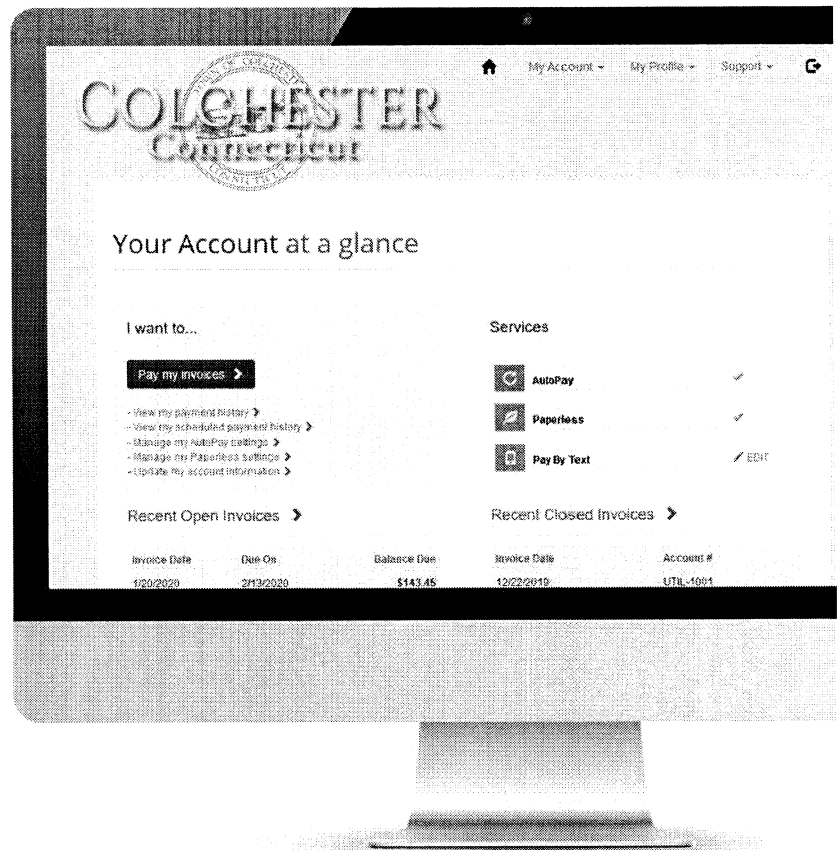
Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

Town of Colchester

April 5th, 2022

Pricing Valid for 90 Days



InvoiceCloud®

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This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

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1 Introduction

Invoice Cloud has provided clients the easy-to-use payment experience that consumers expect based on doing online business with Fortune 100 companies, such as American Express, Geico, Capital One, or Amazon.com. Payers do not ‘forgive’ a smaller organization’s online experience due to fewer resources; they expect everything to be simple and instantaneous. For Invoice Cloud, platform design is paramount to delivering the best results for our clients and your customers; just adding payment channels has limited usefulness. We design our payment channels to significantly increase self-service and e-bill adoption while simultaneously reducing payment-related calls to your customer service team and agents.

Invoice Cloud (IC) by the Numbers

- **Founded** in 2009
 - **130+** different software integrations
 - **2,100+** municipal and utility clients in all 50 states
 - **\$17B+** processed payments in 2020 (roughly **84M** payments)
 - **119%** average online payment adoption increase in the first year of service
 - **2.8x** average paperless billing adoption
 - **99.9%** system up-time
 - **PCI Level 1** and **SSAE 18** (SOC 1 and 2) certified for online payment security
 - **98%** client retention rate
-

To achieve these results for our clients, Invoice Cloud focuses on 4 core competencies: the **4Cs of Effective Electronic Bill Presentment and Payment**.

1. **Cloud:** The application is true SaaS, so our clients never have to do upgrades or updates.
2. **Connect:** Our implementation and integration methodology is best in class, making it simple to install for our clients so they can reap the benefits in 90 - 120 days after signing.
3. **Convert:** The design of the payment channels – how easy it is to enroll in the self-service options, and how easy it is to pay through them – is how Invoice Cloud achieves the industry’s best e-adoption rates.
4. **Communicate:** Our intelligent communications engine with event-based reminders (text, e-mail, phone) sent only to payers who have yet to act. This automates communication between you and your customers, drives down call center volume, and increases conversion to self-service.

Invoice Cloud’s focus in these 4 areas has resulted in our average client achieving a 119% increase in e-payments and a 2.8X increase in paperless enrollment in year 1 – while also seeing a more than 40% reduction in payment related CSR calls.

Table 1. Town of Colchester Proposal Goals and Objectives

Goals & Objectives
<p>1. Point & Pay is not moving the needle to increase the number of self-service customers</p> <ul style="list-style-type: none"> 1. You are hand processing 88% of your payments today 2. This might take you between 61-153 hours per month to process (2-5 minutes per)
<p>2. Board of Finance had previously asked about email reminders and fewer phone calls and manual payments means work hours back in your day</p> <ul style="list-style-type: none"> 1. You can expect the amount of online payers to increase to <u>548 per month or 3,570 less paper payments per year</u> 2. <u>That saves you between 18-46 work hours per month</u>
<p>3. Invoice Cloud can use automated, intelligent email (and text and calendar) reminders to stay in front of your payers with their bills and due dates.</p> <ul style="list-style-type: none"> 1. The same goes for delinquency reminders as well as any electronic payment option that a self-service customer could want

1.1 Our 4Cs Approach

Invoice Cloud delivers a simple, out-of-the box solution with a partnered integration with your billing system, quick and easy implementation, and a proven interface that increases e-adoption: the measure of how many customers use a billing and payment solution. E-adoption is the only metric that can demonstrate which solution customers prefer, and **Invoice Cloud provides the industry's highest average e-adoption increase of 119% and 2.8x more paperless enrollments in the first year of service alone.** This e-adoption only grows year-over-year as we improve our true SaaS solution on your behalf. Higher e-adoption means our system is easier to use, has the most comprehensive set of features for flexibility, and has the best interface and marketing techniques to drive usage (**Figure 1**).

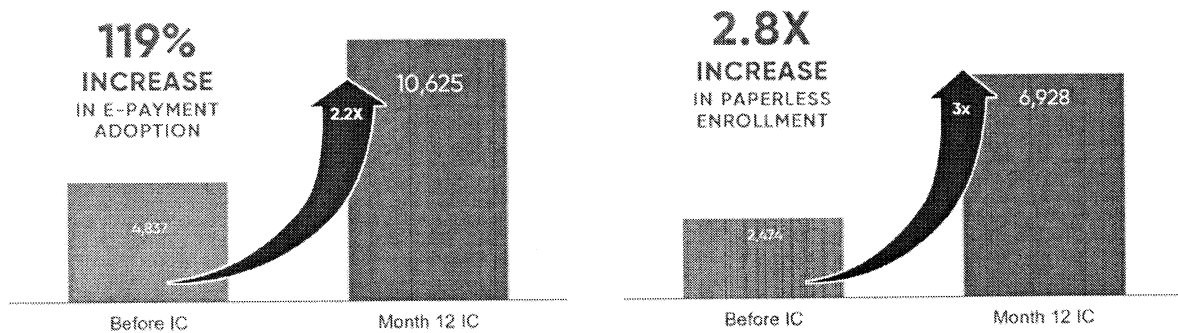


Figure 1. Invoice Cloud's Average First Year Adoption Increases. *Our clients typically see their e-payment adoption and paperless enrollments double in only one year after switching to Invoice Cloud.*

As more of your customers use our platform and switch to paperless billing, AutoPay, and other features of our solution, the Town of Colchester saves time and money, having more of both to pursue other business ventures. There is a significant cost to handling paper bills and physical payment instruments (i.e., cash and checks). But you also save operational costs when more customers automatically pay their bills on time every month, spending less on collection efforts, extra communication, and shutoffs.

The Town of Colchester can expect similar (or better!) e-adoption through Invoice Cloud's 4 Cs of a successful EBPP.

1.1.1 Cloud

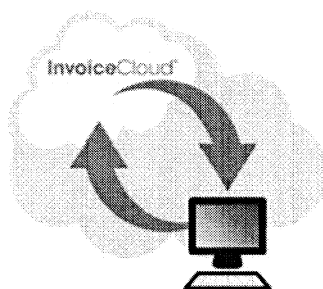
Continually add new payment options, communications methods, and increased security through True SaaS updates: Invoice Cloud simplifies payment processor management by shouldering nearly all IT processes and upgrades on your behalf. We keep our system up to date through true SaaS delivery of new features and security updates. With IC's true SaaS

platform, the biller always receives access to all new features as we release them, no updates or patches required (Figure 2).

When we release a new enhancement, we update a single instance of our platform and then give each biller the opportunity to opt in through remote activation.

True SaaS means that your customers log into the latest, greatest, and most secure version of our payment portal every time they pay their electric bill. For example: when Invoice Cloud added the option to pay with and save mobile wallet payment methods like Apple Pay and Google Pay, all 2,100+ IC clients received this ability the day of release (Figure 3).

Single Instance, Multi-Tenant, Software as a Service (SaaS)



No need to upload patches and upgrades to each individual client site, which drives service levels and delivery of new features!

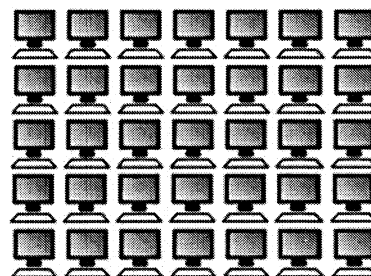
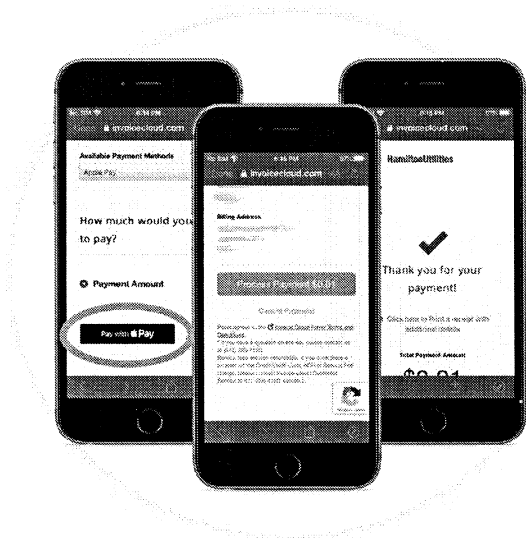


Figure 2. IC's Single Instance, Multi-Tenant SaaS Platform. IC updates a single stack of code, and all clients receive enhancements immediately without uploading patches or upgrades.

Apple Pay



Google Pay

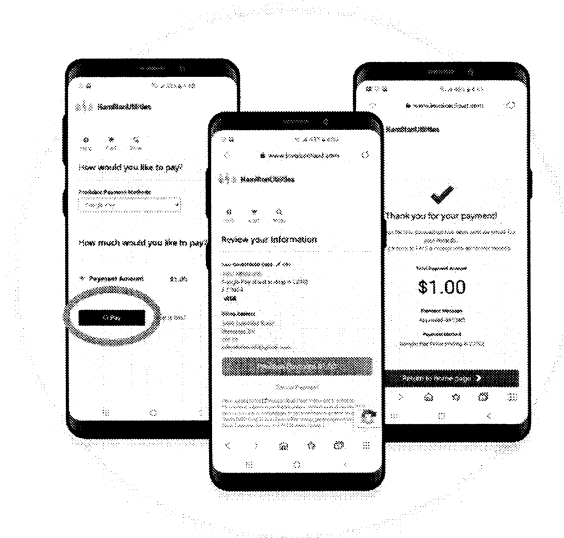


Figure 3. Mobile wallet simplifies the customer experience to make paying easier than ever. Automatic true SaaS updates delivered secure, fast payments through Apple Pay and Google Pay to 100% of our clients on the day of release.

1.1.2 Connect

Receive payments faster and always present the latest balance through Invoice Cloud's integration to your billing system(s): Our platform reflects the data in your core billing/CIS software via a deep integration, reducing administrative work for staff and sending intelligent communications to drive customer self-service. Invoice Cloud has developed more than 130 seamless integrations, leveraging batch, real-time and single sign-on (SSO) with our growing list of partners and supported integrations (Figure 4).

We apply our integration experience to perform 70%+ of the implementation effort on our billers' behalf in 90 - 120 business days. We transparently keep our clients apprised throughout implementation by updating our shared Smartsheets dashboard (Figure 5).

Invoice Cloud can also embed our EBPP service into third-party portals through iframes, creating a seamless experience for the payer that matches the style, color schemes, and branding of an existing portal (Figure 6). Clicking on link like AutoPay, Paperless, or Account History opens those Invoice Cloud screens within the same platform.

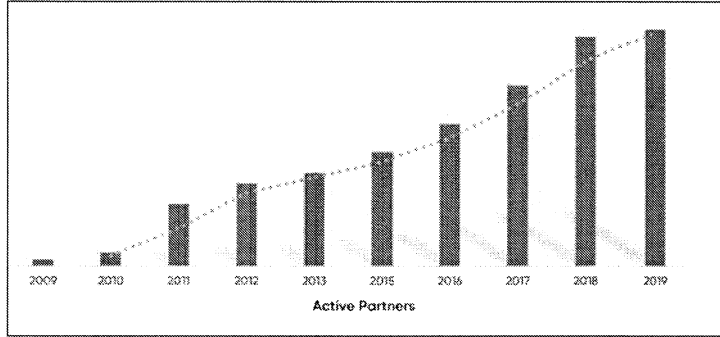


Figure 4. Invoice Cloud's Year-over-year Increase in Partners. More third-party vendors choose to partner with us after integrating our platforms.



Figure 5. Invoice Cloud Implementation Tracking in Smartsheets. See which key personnel are responsible for each technical aspect of implementation and track day-to-day progress.

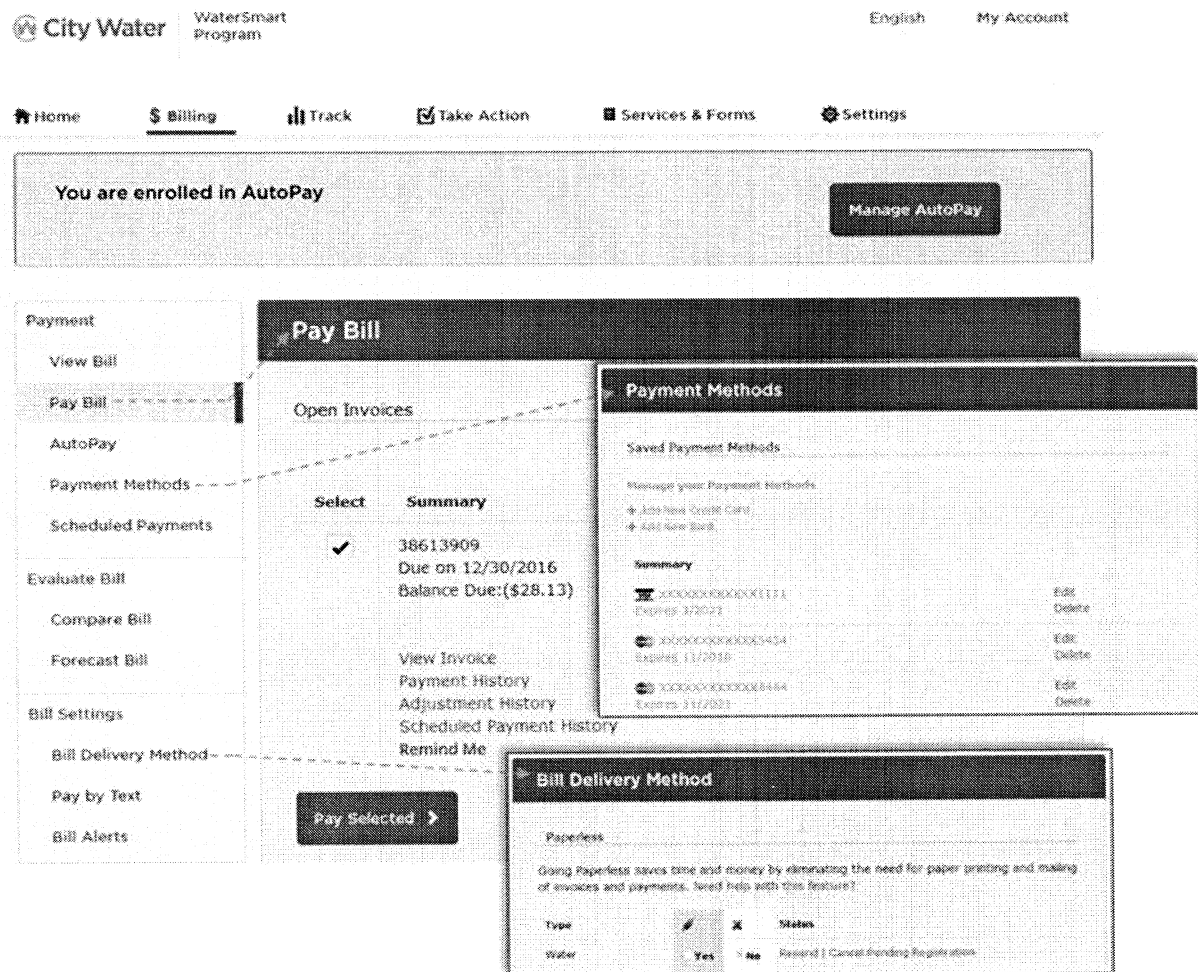


Figure 6. Example of an Iframe-embedded SSO with One of Many Third-Party Portal Solutions. SSO automatically logs customers into both third-party portals and IC as one completely seamless and secure payment experience.

1.1.3 Convert

Increase operation savings in both time and money through streamlined customer self-service: The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The ease of enrollment of the payment/reminder options, as well as the ease of paying through the various channels determines the number of payers who will use them. Invoice Cloud designed our payment process to engage customers at existing contact points to present opportunities to self-service enroll in payment services and reminders (Figure 7 and Figure 8). We also provide tools to CSRs in our Biller Portal that help retrain customer behavior towards self-service, like sending direct links to their payment via text message. As more of your customers use Invoice Cloud to manage paperless billing, AutoPay, text, and more, you save money and can spend time on more important tasks than manual collections.

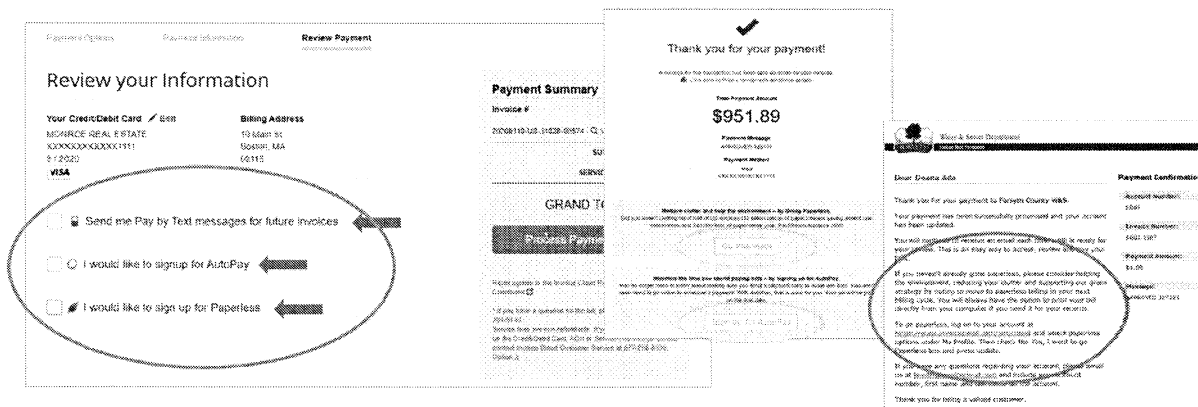


Figure 7. Enrolling in Pay by Text, AutoPay, and Paperless Without Leaving the Payment Process. Customers can enroll mid-payment process, at the very end, and from their confirmation email.

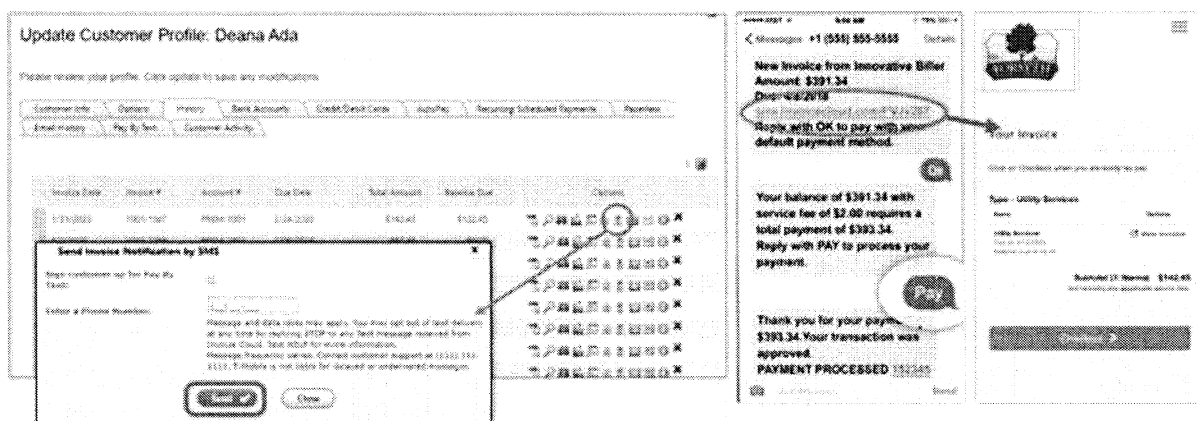
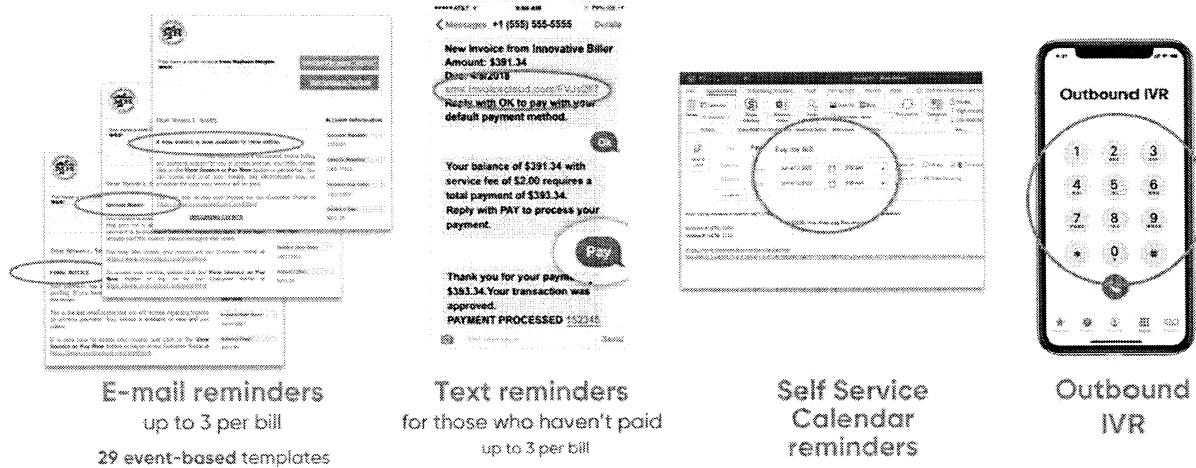


Figure 8. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal. CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

1.1.4 Communicate

Improve customer engagement and satisfaction through Invoice Cloud’s simple, consistent interface and communications: The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls. Invoice Cloud helps clients reduce operational costs and customer calls through our consistent customer experience across our omnichannel payment and communication features (Figure 9). We engage more customers through targeted, automated messaging and self-service so that they help themselves, paying their bills on time without calling or walking into your office.



E-mail reminders
up to 3 per bill
29 event-based templates

Text reminders
for those who haven't paid
up to 3 per bill

**Self Service
Calendar
reminders**

Outbound IVR

Figure 9. Invoice Cloud's Customer Engagement Platform Options. *We help billers more effectively engage payers through the communications channels that customers prefer.*

1.2 Case Studies

We provide examples of how we apply our 4Cs approach to help our more than 2,100 clients save time and money by converting their customers to self-service electronic payments and paperless billing. The following case studies are typical of our clients' experiences after switching to Invoice Cloud.

1.2.1 City of Escondido, CA

To meet PCI compliance requirements, the City of Escondido decided to move its online payment processing to a third-party vendor. Unfortunately, the system that was implemented created challenges for the City and its citizens through a difficult user experience, lack of convenient payment options and lack of real-time integration, among other issues. After switching to Invoice Cloud, Escondido has achieved PCI Level 1 compliance and increased e-adoption (**Figure 10**).

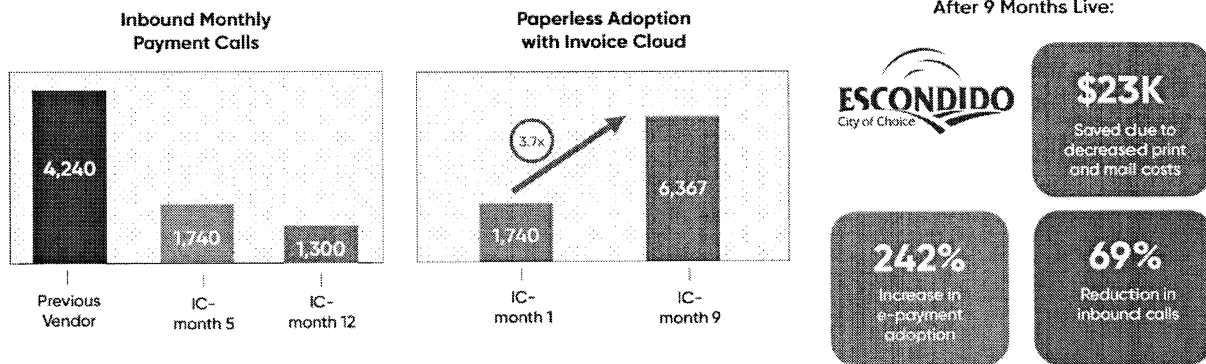


Figure 10. City of Escondido's Savings in Time and Money through Invoice Cloud's Customer Engagement. In only 9 months, the City increased e-adoption by more than 200% and more than tripled their paperless enrollments. More than half of all City bills are paid electronically, 21% without printing and mailing a paper bill.

1.2.2 Arlington Water, TX

Increasing water rates were becoming a major issue for Arlington Water Utilities customers. To combat these rate hikes, Arlington needed to find a creative way to increase revenue and decrease costs without raising rates. The utility faced billing challenges, including rising credit card processing fees, print and mail costs, and calls and walk-ins. After switching to Invoice Cloud, Arlington increased revenue and cut costs through higher e-adoption (**Figure 11**).

"We feared a major reduction in digital payments due to implementing a convenience fee. We were pleased to see, despite adding the fee, with the Invoice Cloud platform, we reached our previous adoption levels in less than three months and continue to see growth in adoption well above previous levels."

Matt Peters

Water Utilities Department, City of Arlington

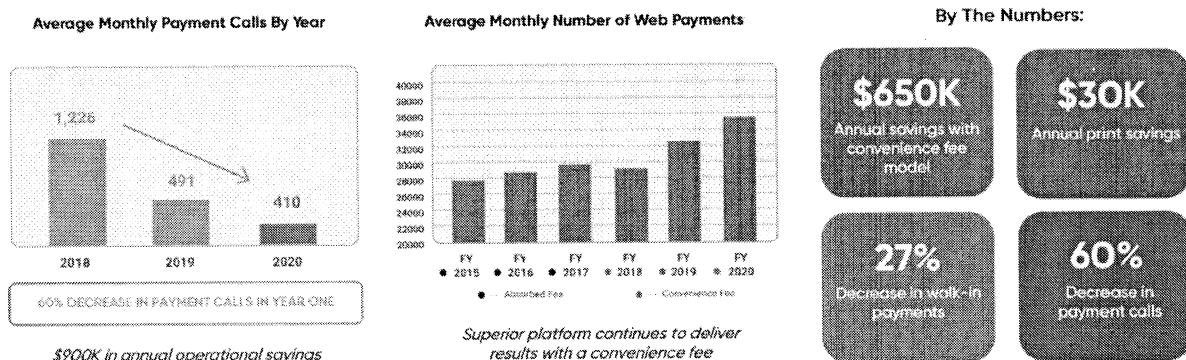


Figure 11. The City of Arlington's Savings in Time and Money by Increasing Customer Engagement through Invoice Cloud. More City customers use Invoice Cloud to pay electronically every year rather than pay through the mail or over the phone, even with new convenience fees.

2 Invoice Cloud's Omnichannel Experience

Invoice Cloud provides a secure, private, and third-party certified Payment Card Industry (PCI) Level 1-compliant solution to electronically present bills from your billing system and accept payments using all major credit and debit card brands, including Visa, MasterCard, Discover, and American Express; eChecks; digital wallet methods like Apple Pay and Google Pay; and now PayPal and Venmo. We are responsible for the security of all cardholder data in the IC system, relieving our billers of all online PCI requirements.

Invoice Cloud recognizes that everyone uses the internet and, more importantly, pays their bills differently. We provide the means to securely access billing data and pay using all credit, debit, ACH, and digital wallet methods across our entire omnichannel customer engagement platform (Figure 12).

We achieve the highest e-adoption rates by providing a consistent interface across fully integrated extensive web and mobile payment options, so that customers can easily learn and use the best self-service options based on their own preferences, including those described in the following subsections.

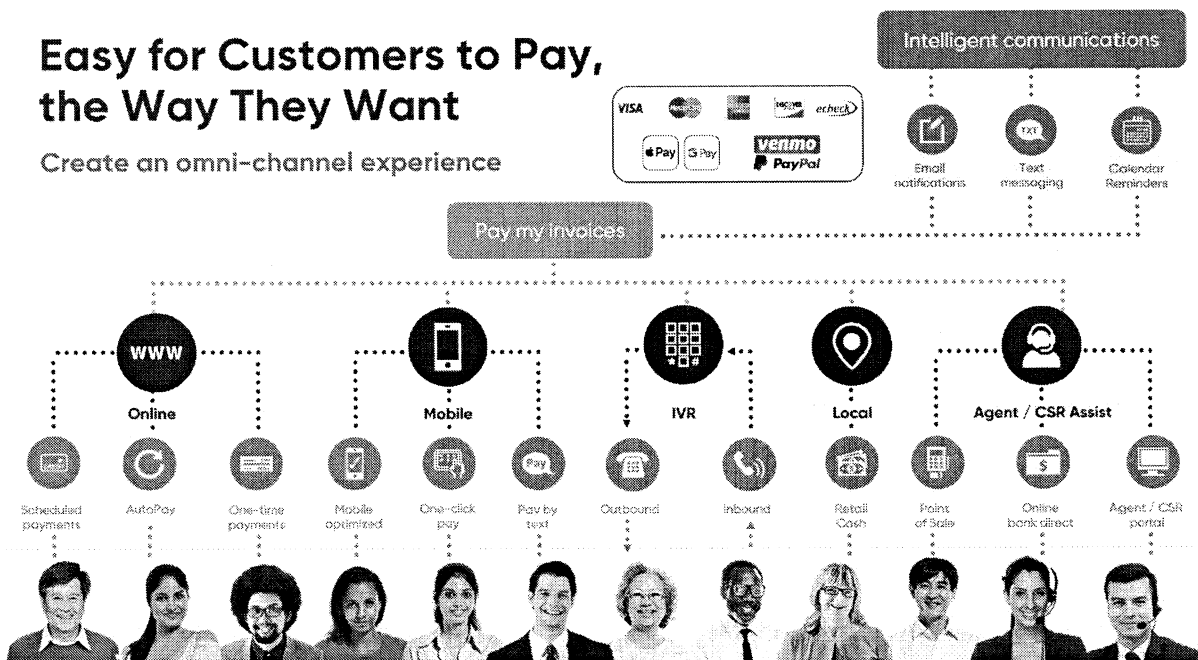


Figure 12. IC's Communications Engine and Diverse Payment Options Reaches More Payers. Save time and money by engaging customers to pay bills without calling, walking into, or mailing physical checks to offices.

2.1 One-time Payments

Invoice Cloud provides the most robust one-time payment system in the industry.

Registered and unregistered customers can fill a shopping cart with related payments and pay in three or fewer steps, during which we provide multiple opportunities and incentives to register, link a phone number or email address to their accounts for text and email notifications, go paperless, or enroll in AutoPay.

Higher E-adoption through One-Time Payments

41% of online payers use one-time payment channels. Most of these customers do not go online with the intent of signing up for these additional services. *Invoice Cloud maximizes enrollment (and, thus, print/mail cost savings) by presenting enrollment options as part of the one-time payment process.*

Invoice Cloud makes it easy for customers to pay their bills, whether registered or not, through our platform. Customers make one-time payments without logging in to our Customer Portal, which they can access directly from email or text notifications or through your web site. Once in the Customer Portal landing page, the customer can look up their bill using criteria dictated by the biller, such as their Account Number or Service Address (**Figure 13**). They can also view an exact PDF of their invoice, set calendar reminders, and build a shopping cart to pay for any invoice types offered by the biller.

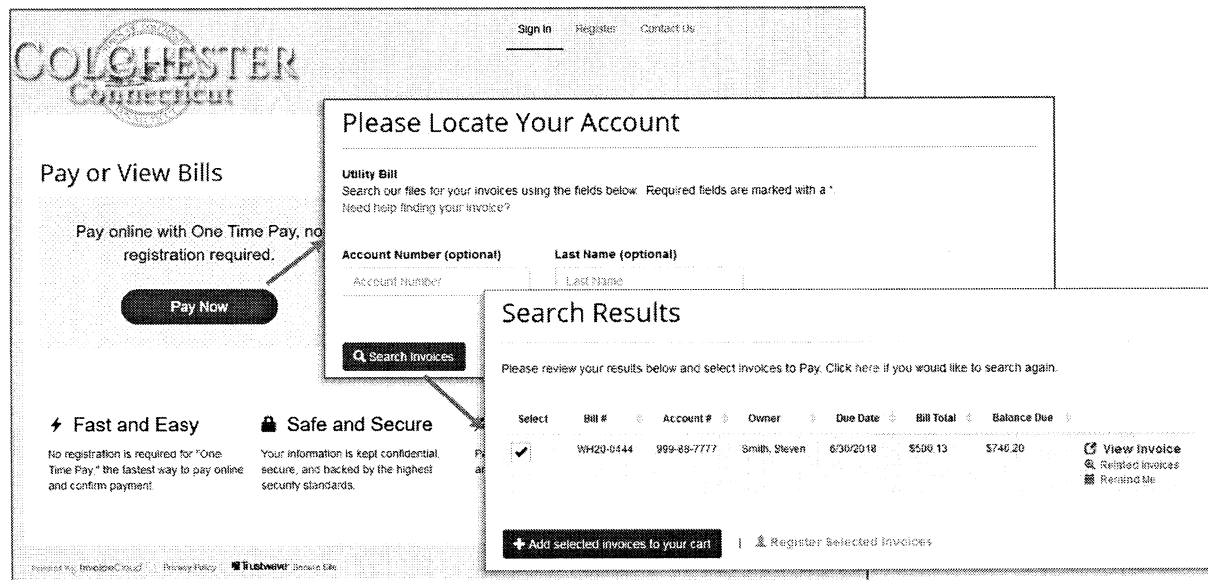


Figure 13. Finding Your Bill for One-time Payment. Customers quickly find their bill using search criteria defined by the biller in accordance with your business rules.

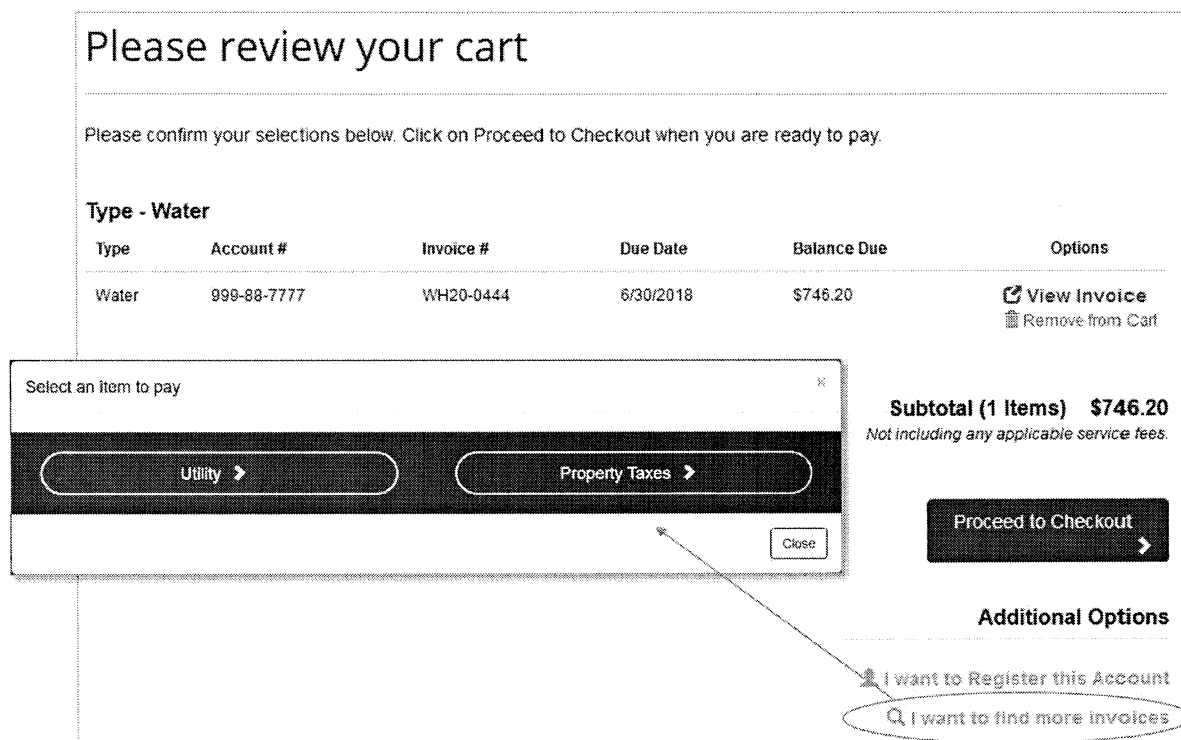


Figure 14. One-Time Payer Adding Multiple Invoices to their Cart. *One-time payers can control their payment options at any point of purchase, increasing the likelihood of e-adoption.*

IC provides a robust Shopping Cart experience: payers can add multiple invoices from multiple billing departments to their cart, even from disparate billing systems, and pay them all in a single transaction (**Figure 14**). IC also maintains line items for each invoice against the total balance, depositing each to different bank accounts per your business rules.

We provide a simple, intuitive payment process with proven timesavers, like auto-filling name and address fields from their invoice, and automatically presenting other outstanding bills for the payer to pay (if applicable). We make it easier to pay from mobile devices, reduce rejects and chargebacks, and protect the biller from payments with flagged accounts for fraudulent activity. We also embed proven e-adoption increasing features into our payment

Streamline the Payment Process for Higher E-adoption

- Limit customer keystrokes by pre-populating name and address fields from the invoice
- Auto-enroll customers into email reminders by requiring an email address for their receipt
- Eliminate submittal of invalid payment methods by authorizing card and ACH routing information as entered
- Increase AutoPay, Paperless, and Pay by Text enrollment by providing opportunities to self-service apply payment information

Figure 15. Review Payment. One-time payers can forgo traditional registration while opting into paperless billing by email or text or even AutoPay. This is how we achieve our e-adoption rates.

process, like AutoPay, paperless, and Pay by Text enrollment and registration for flexible payment options (Figure 15).

2.2 Registering for Faster and More Convenient Payments

Invoice Cloud provides a Customer Portal for customers who want to register and take advantage of additional self-service options. Payers can self-service manage their bill pay settings, review their billing and payment history, and change their settings for AutoPay/paperless billing/Pay by Text; additionally, payers can link multiple accounts to their profile, schedule single payments, set-up recurring payments, and save new payment methods (i.e., credit/debit cards, digital wallet methods, and bank accounts for ACH). (Figure 16).

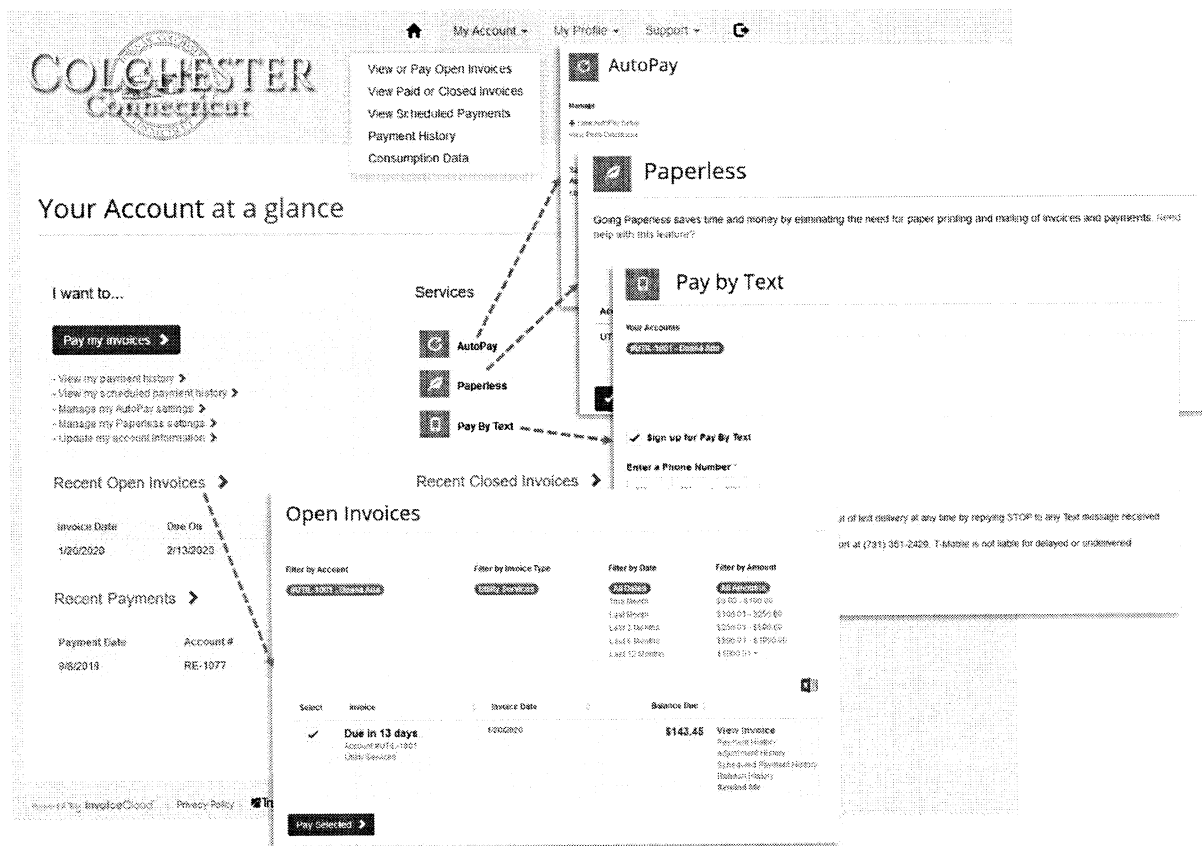


Figure 16. Customer Portal for a Registered Account. Invoice Cloud provides redundant interface options to help any user update and add services to their profile, no matter how they typically use the internet.

2.3 Flexible Payment Options

Invoice Cloud provides several in-house options to help each payer pay their bill on time when it best suits their budget. We have also recently added **PayPal Pal Later** functions to our checkout process, including **PayPal Credit** and **Pay in 4**. PayPal Pay in 4 allows the qualifying payer to pay a bill between \$30 and \$600 in four interest-free installments every two weeks over a 6-week period. Their first installment is required immediately to complete our payment process, but the biller receives the full payment amount of all installments in two business days.

2.3.1 Scheduled Payments

Registered customers can schedule a one-time future payment using Scheduled Payments in their Customer Portal account (**Figure 17**). They may schedule more than one payment at a time. We configure the Customer Portal to only allow selections that meet your business rules, like last permissible date for payment and minimum payment amount.

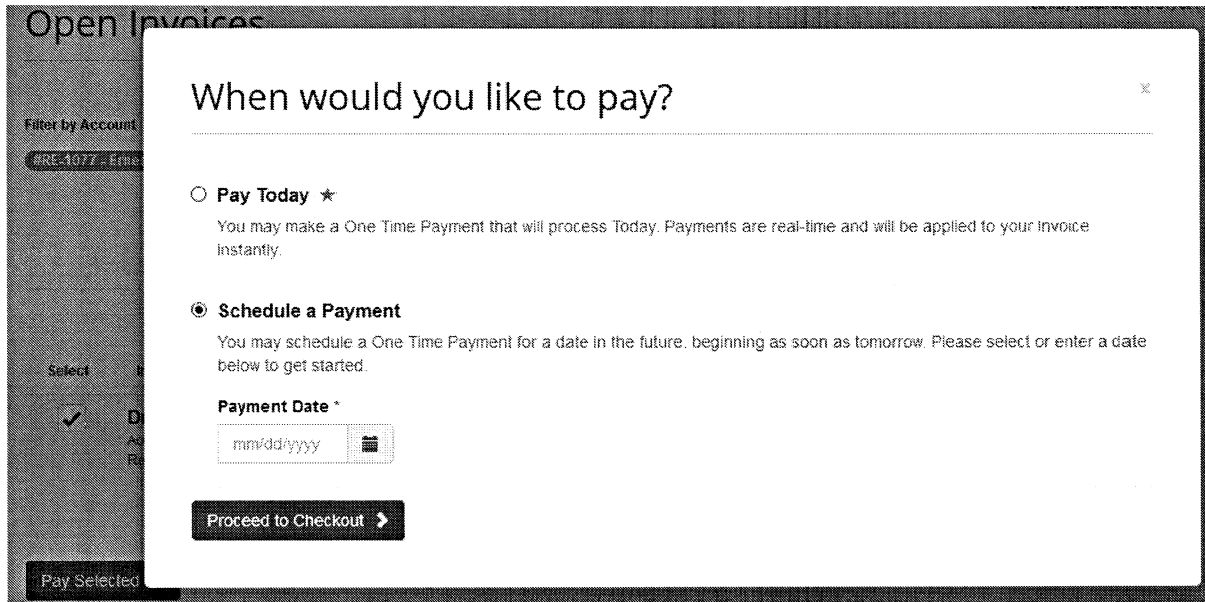


Figure 17. Scheduled Payment Options. Customers can future-date a payment to avoid running out of funds.

2.3.2 Recurring Scheduled Payments

Registered customers can self-service set recurring scheduled payments to pay a certain amount the same day every month (Figure 18).

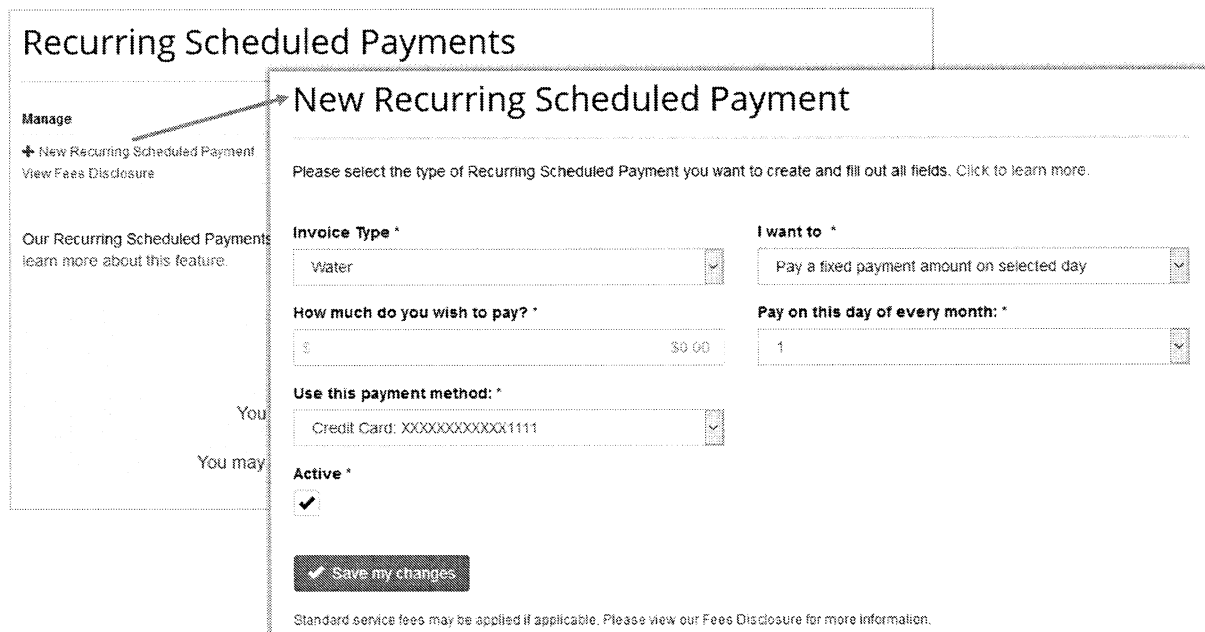


Figure 18. Scheduling Recurring Payments. Customers can schedule and pause a recurring payment for any day of the month.

2.3.3 AutoPay

Any customer—registered or not—can automatically pay their full invoice amount, on the day it is due, through AutoPay. This is critical for utility bills, where balances are based on consumption, and ensures that, if a customer makes partial payments or simply wants the convenience of paying their bills on time, every time, any remaining balance is always automatically paid when due.

Enrollment is 100% self-service either from our one-time payment (which typically doubles AutoPay enrollment for new clients) or from the registered payer's Customer Portal account (Figure 19).

Invoice Cloud improves on the AutoPay offered by other vendors

- 100% self-service enrollment, requiring no registration by the customer or action by the biller.
 - Securely store and tokenize all payment data using our double encryption methodology.
 - Prevent over- and under-payments by always applying the latest balance on the AutoPay due date through real-time data refreshes.
 - Provide peace of mind and opportunity to change AutoPay settings prior to payment through automated email reminders.
 - Reduce rejects--and shut-offs and late fees--through automated ACH reject email notifications within seconds of AutoPay payment
-

Edit AutoPay Setup

Registering for AutoPay will void any prior scheduled payments. In order to prevent duplicate transactions, any scheduled payments which are pending for this account will be cancelled. AutoPay will then pay invoices on their due date using your default payment method.

Select an Account *
#UTIL-1001 - Deana Ada

Invoice Type *
Utility Services

Use this payment method *
Please select a Payment Method

AutoPay Status *
 Yes, put me on AutoPay
 No, I do not want AutoPay

Figure 19. AutoPay Setup. Customers can set and forget AutoPay, always paying their full balance on time.

2.3.4 FlexPay

Registered customers can create their own payment schedule within a billing cycle through IC's FlexPay, making any number of payments before a payment is due. Customers choose the first and last payment dates and then number of payments. IC generates a corresponding number of payment fields so that the customer can set the exact date and amount for each (**Figure 20**).

The screenshot displays the 'Payment Information' section of a customer portal. It includes a 'Schedule your FlexPay payments' form with fields for 'When would you like your First Payment to process?' (04/05/2018), 'When would you like your Last Payment to process?' (05/10/2018), and 'How many payments would you like to make?' (3). A 'Create Schedule' button is visible. To the right, a 'Payment Summary' table shows an invoice total of \$80.00. Below this, a 'Confirm your FlexPay Schedule' section lists three scheduled payments, each with a date, invoice number (OWS-74312), payment amount (\$15.45), service fee (\$1.00), and total (\$16.45).

Invoice #	Amount
14142782652369 - Q View	\$80.00
SUBTOTAL	\$80.00

Step	Payment Date	Invoice	Payment Amount	Service Fee	Total
1	09/19/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45
2	10/10/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45
3	10/31/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45

Figure 20. FlexPay Setup. Customers can future-date multiple payments to avoid running out of funds.

2.4 Mobile Optimized Payments

Invoice Cloud's Customer Portal is device- and browser-agnostic, working on any mobile device using Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Internet Explorer or Edge

browsers. We designed our Customer Portal to be mobile responsive, meaning it changes based on the size of screen it loads on to be readable and maintain all user functionality (Figure 21).

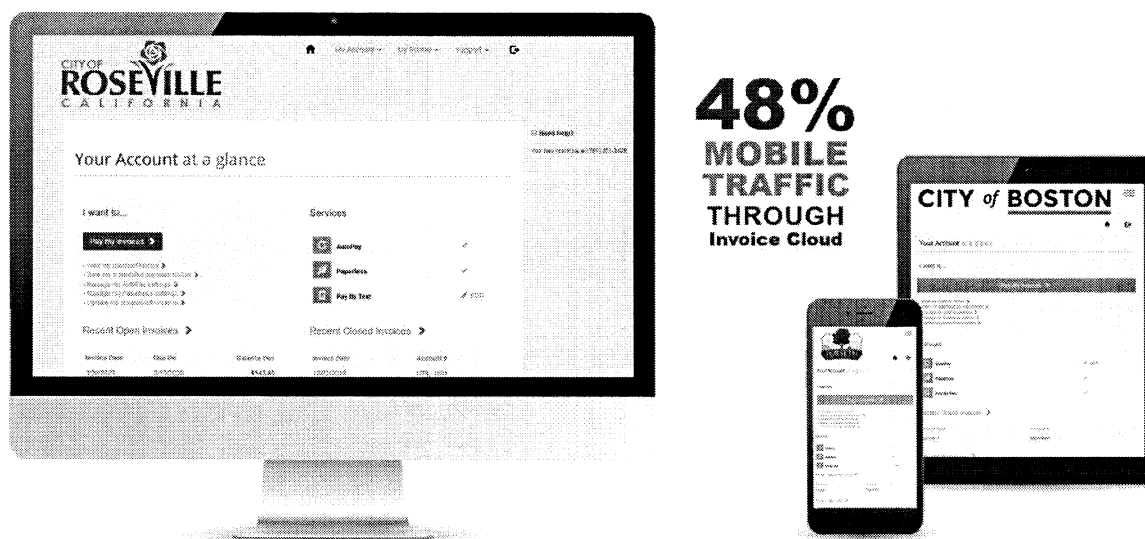


Figure 21. Mobile Responsive Site Design Delivers the Best Invoice Cloud and Device Functionality. Payers can find and pay their bill on any smart device and use mobile wallets like Apple Pay and Google Pay.

2.5 Pay by Text

Customers receive a text notification with a direct link to their payment in our mobile optimized site – no login or reauthentication required. Or, if registered with Invoice Cloud, they can pay by simply replying to the text alert (Figure 22).

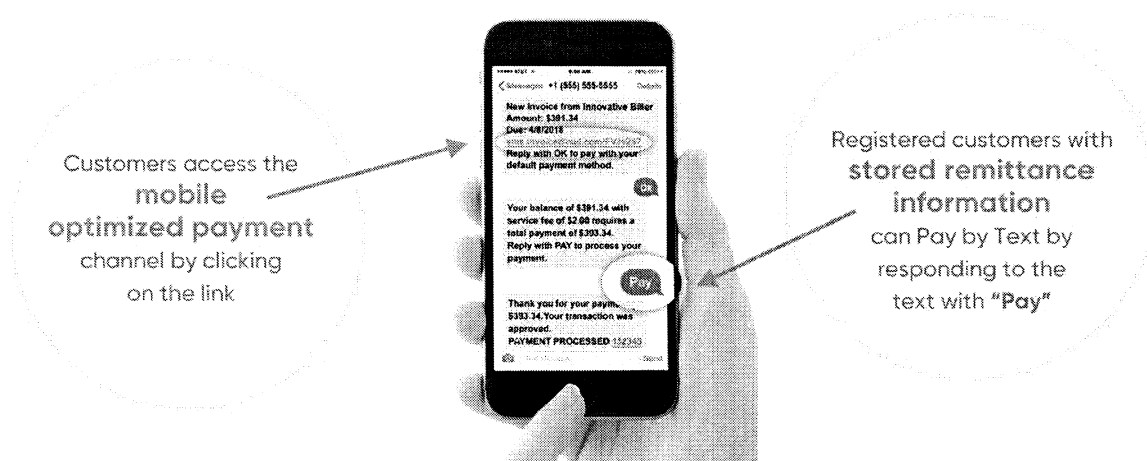


Figure 22. Pay by Text Reminders Engage Mobile Customers. Quickly pay your bill either by SMS text or in the web browser of your choice.

2.6 Round Up or Add Donation to Payment

Customers can add a donation to the charity of the biller's choice during our simple, three-step payment process. Clients can advertise their charity in the payment route, and customers can either round up, donate a flat amount, or enter a custom amount (Figure 23).

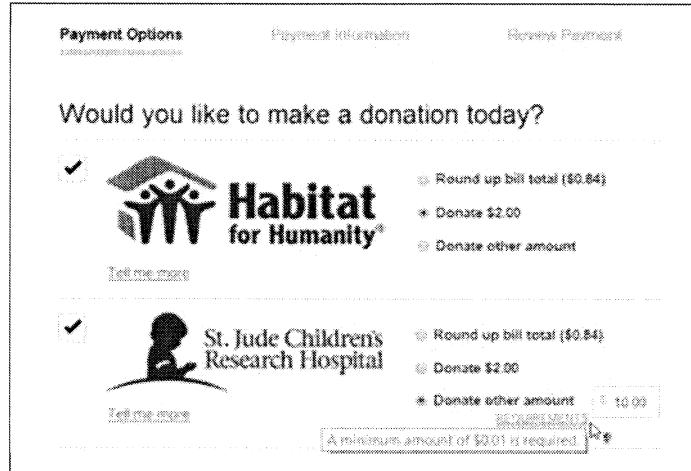


Figure 23. Adding a Donation to their Cart. Customers can easily donate to your preferred cause(s) without exiting the payment process.

2.7 One-stop Shop for All Services

Invoice Cloud's scalability through True SaaS configuration makes it easy to unify both recurring invoiced and one-off, non-invoiced payments in one single billing and payment solution. We configure invoice types for any payment your customers need, whether utility or tax bill or other services like permits and fees, so that each invoice type behaves in accordance with your business rules. Each invoice type can have its own integrated billing system, fee model, depository bank, and more.

2.7.1 Cloud Store

Cloud Store allows billers to accept payments for non-invoiced services, such as permits, licenses, membership fees, etc. (Figure 24). We work with our clients to define the required fields, fees, and data entry form to accept payment and provide the right information back to you. Cloud Store works with Shopping Cart, so customers can pay more than one invoice in a single checkout process.

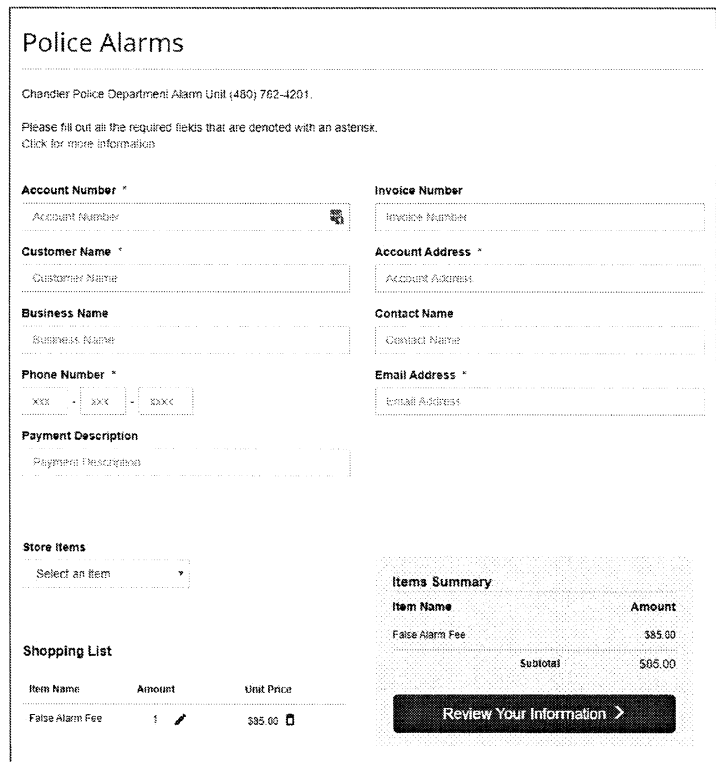


Figure 24. Example of a Cloud Store. Quickly and painlessly add new, non-invoiced payments including all data needed.

2.7.2 Cloud Payment

Cloud Payment integrates Invoice Cloud with third-party systems for one-time non-invoiced items, like parking or permit systems, to securely process payments during the mid-application. IC takes the data from the third-party system to generate an invoice on-the-fly, processing the payment in our own Customer Portal (**Figure 25**). Once payment is complete, IC sends confirmation back to the third-party system, and the customer can complete their application.

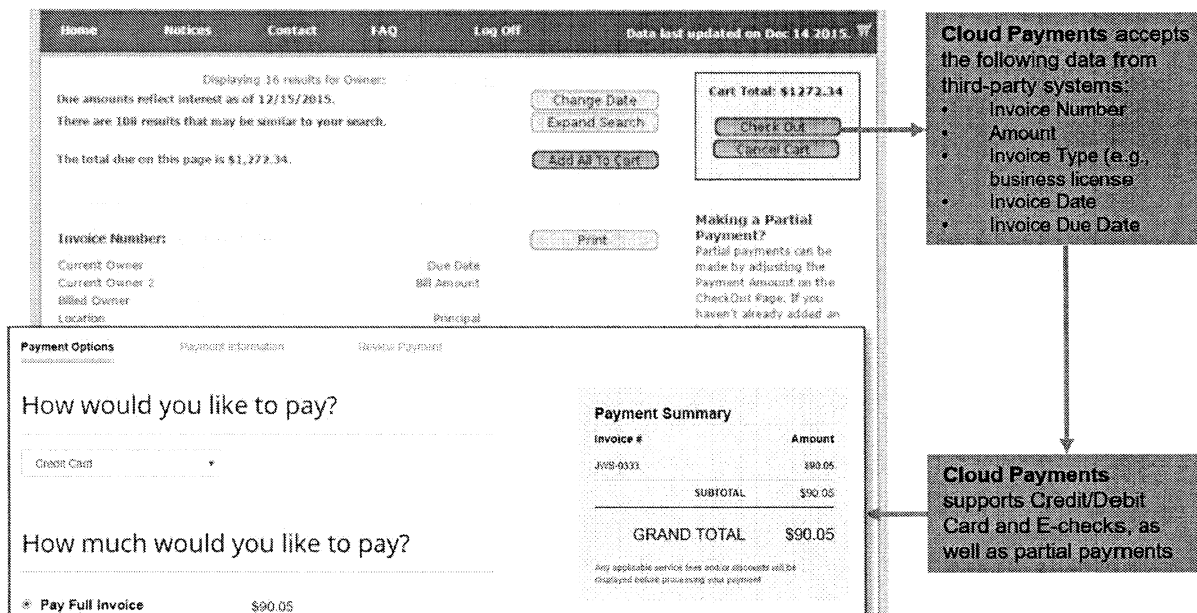


Figure 25. Third-Party Payment Site Integrated with IC through Cloud Payments. *Third-party systems can access IC data to process and then receive real-time confirmation of payment.*

2.8 Full Integration of Trusted Digital Wallets

Security-conscious consumers may prefer to use existing digital wallets to pay online rather than enter payment credentials into a new system. Invoice Cloud designed our platform to automatically recognize users' eligible wallet options based on their device and browser settings so that they can apply them to your payments, including Apple Pay, Google Pay, PayPal, and Venmo (**Figure 26**).

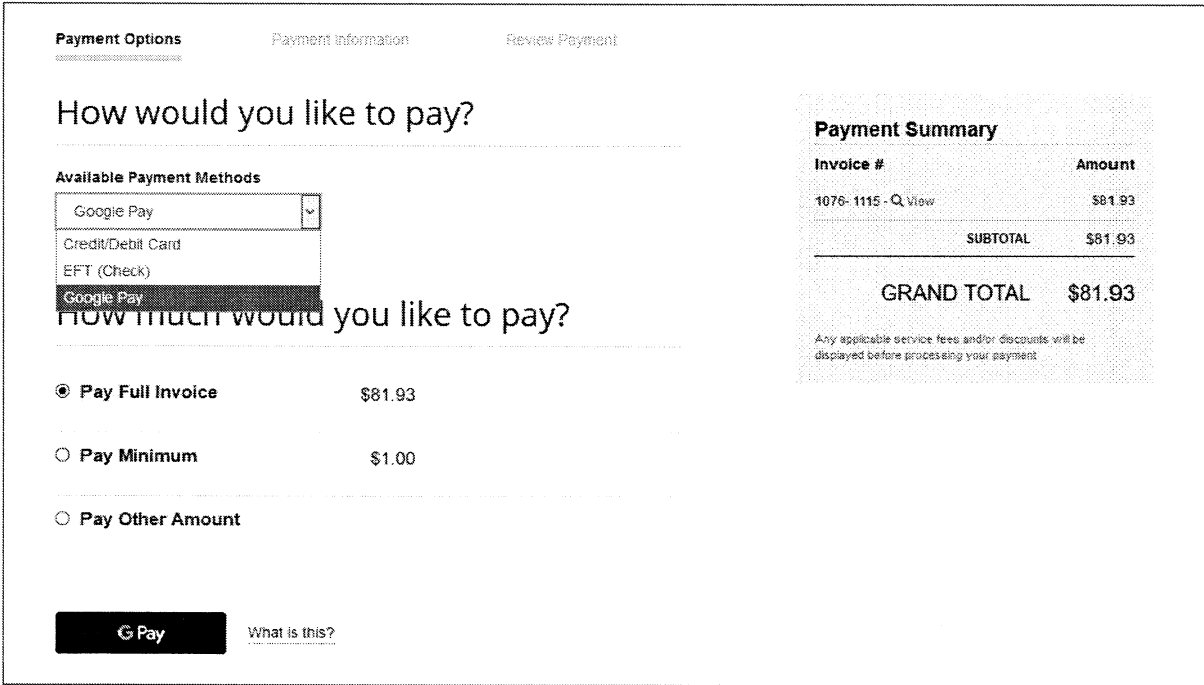


Figure 26. Digital Wallet Options in our Payment Process. Invoice Cloud automatically updates payment options based on a customer's available digital wallet options, including Apple Pay and Google Pay.

2.9 Electronic Payment Options for Unbanked Customers

One of the most common remaining barriers to adoption of low-cost electronic payments is that certain customer bases lack bank accounts and, to date, could only pay in-person (often in cash). Invoice Cloud helps reduce this foot traffic and improve customer satisfaction by providing electronic means to pay their bills with either physical currency or through app-based payment systems like PayPal and Venmo.

Invoice Cloud uses the Fiserv network to provide **CheckFreePay**, which allows customers to pay with cash at thousands of participating retail, grocery, and convenience stores using their invoice. We also now accept **PayPal** and **Venmo** payments because much of the unbanked population uses these services to stand in for traditional banking. We are always exploring options to help more people pay electronically.

2.10 In-person/Point-of-Sale Payments

We provide a built-in cashiering system in our Biller Portal for in-person payments, which works with optional PCI-compliant credit/debit card readers. We can also integrate directly with cashiering systems. Customers pay by inserting or swiping their cards, and Invoice Cloud automatically updates the customer's balance in your CIS (Figure 27).



Figure 27. One of Several Compliant Card Readers.

2.11 Intercept Bank-issued Paper Checks with Online Bank Direct

Invoice Cloud offers our clients the ability to electronically receive customer payments when they pay through their home bank, using our Online Bank Direct™ (OBD) service. OBD eliminates paper checks issued by online banking sites; instead, you receive electronic ACH deposits instead, saving your staff time and effort. OBD matches electronic payments (like lock box files) to the payer's account. If the match is made, OBD processes and uploads it into your billing system (Figure 28). Artificial Intelligence remembers the matches for next time, so each billing cycle is less matching work.

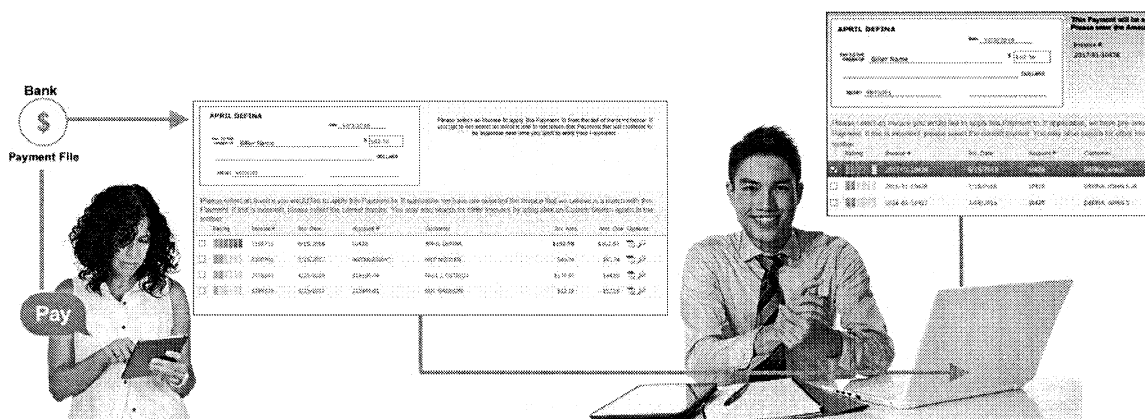


Figure 28. OBD-intercepted Pending Payments. Stop processing paper checks from banks, saving time trying to match them to accounts.

2.12 Automate Over-the-phone Payments with Convenient IVR

Invoice Cloud's fully integrated IVR was designed to get calls out of your call center. With CallerID authentication, gone are the days of payers calling to ask for their account number/customer number before you transfer them to your IVR. Additionally, the option to receive a text instead of continuing with the phone prompts makes it easier for payers to complete a transaction. If the payer chooses to continue with the IVR, the option to save their payment method for next time they call makes paying a 2nd time much easier. Invoice Cloud's IVR supports English and Spanish, which customers can navigate by either touchtone or voice to pay their bill and save payment methods.

Secure, Painless IVR that Promotes Self-Service

- One phone number for customers to dial
 - Self-service ACH and CC payments
 - Self-service request a text message with a secure payment link using Link Trigger.
 - Automatically connect to your account through Caller ID Lookup
 - Use special characters to enter complex policy/account numbers
 - Receive timely outbound IVR invoice alerts to automatically connect to your bill for payment
-

Invoice Cloud also offers an outbound IVR service: bill reminders, past due notifications, and ad-hoc notices (water boil, power outage, etc.) Our clients can customize and schedule reminder calls, e-mails and text to payers through our self-service portal.

2.13 Equip Your Agents/CSRs with Customer Engaging Tools

Invoice Cloud provides tools to help out billers' Customer Service Representatives better communicate with payers, including our Biller Portal and SSO integration of our payment process with many third-party CSR interfaces. We help CSRs share the customer experience and functionality that helps train customers to try our platform's many self-service options.

2.13.1 Biller Portal

Invoice Cloud's Biller Portal offers extensive reporting and administration tools, making administration, reconciliation, and data mining easier for the Town of Colchester (**Figure 29**). The Biller Portal is available 24/7/365 and is 100% self-service for the user.

Based on permissions set by the biller, admin users can:

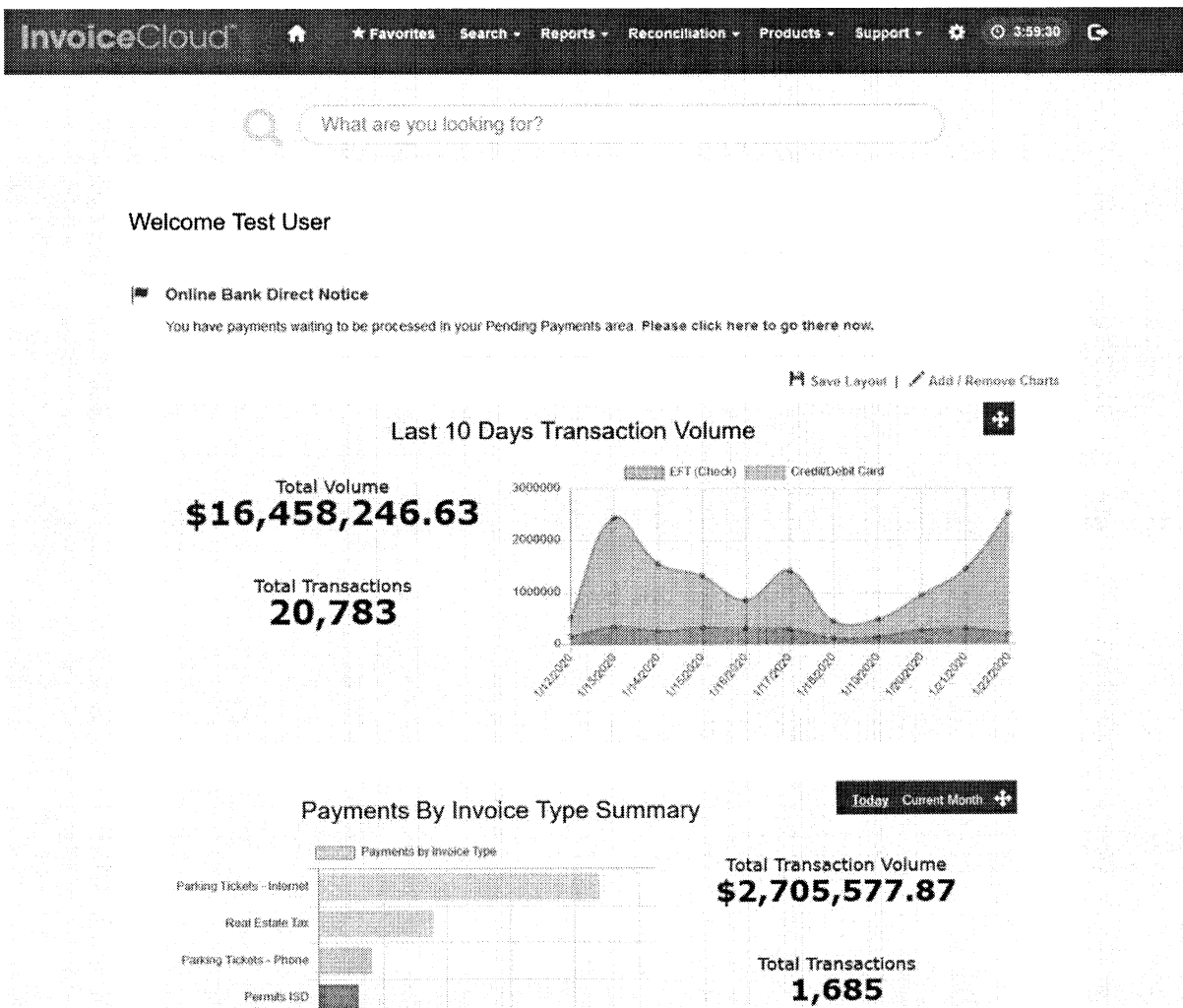


Figure 29. Invoice Cloud’s Simple Back-end Biller Portal. Manage all billing functions through our user-friendly interface.

- Block customers from making ACH and/or Credit Card Payments.
- Email or text invoice notifications to the customer with direct links to their payment.
- Set up AutoPay, paperless billing, and more for a payer at their request.
- Log in as the user to recreate their payment experience.
- Review payment and/or email history.
- Issue a credit on an overpayment.

One of the leading reasons customers call our billers to make a payment, despite having an IVR solution, is that customers do not know how to look up their bill in the first place. Invoice Cloud launched CSR Text Reminders so that your CSRs/agents can send a text with a direct link to their bill (Figure 30). The customer can now see how easy it is to pay in our mobile site.

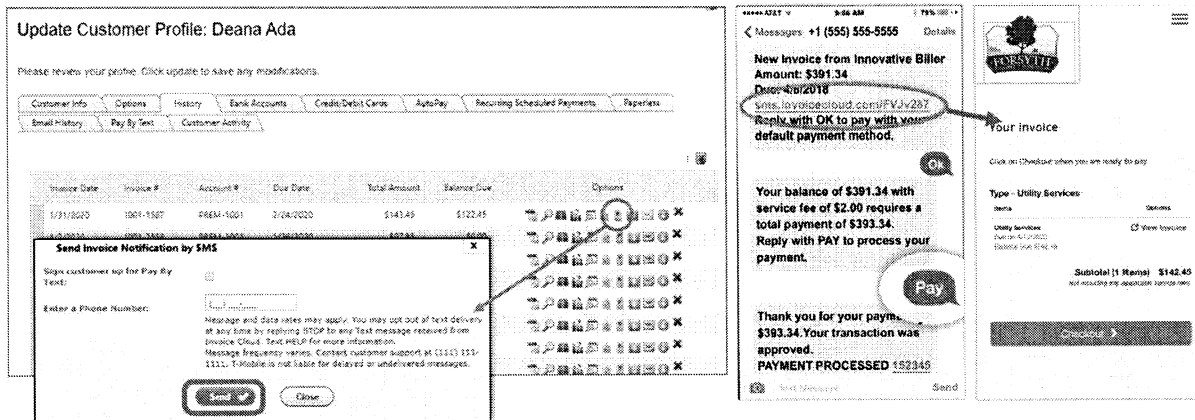


Figure 30. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal. CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

Our admin portal ('Biller Portal') offers many standard and ad hoc reports on demand, 24/7 with date ranges and drill down options to view detail (**Figure 31**).

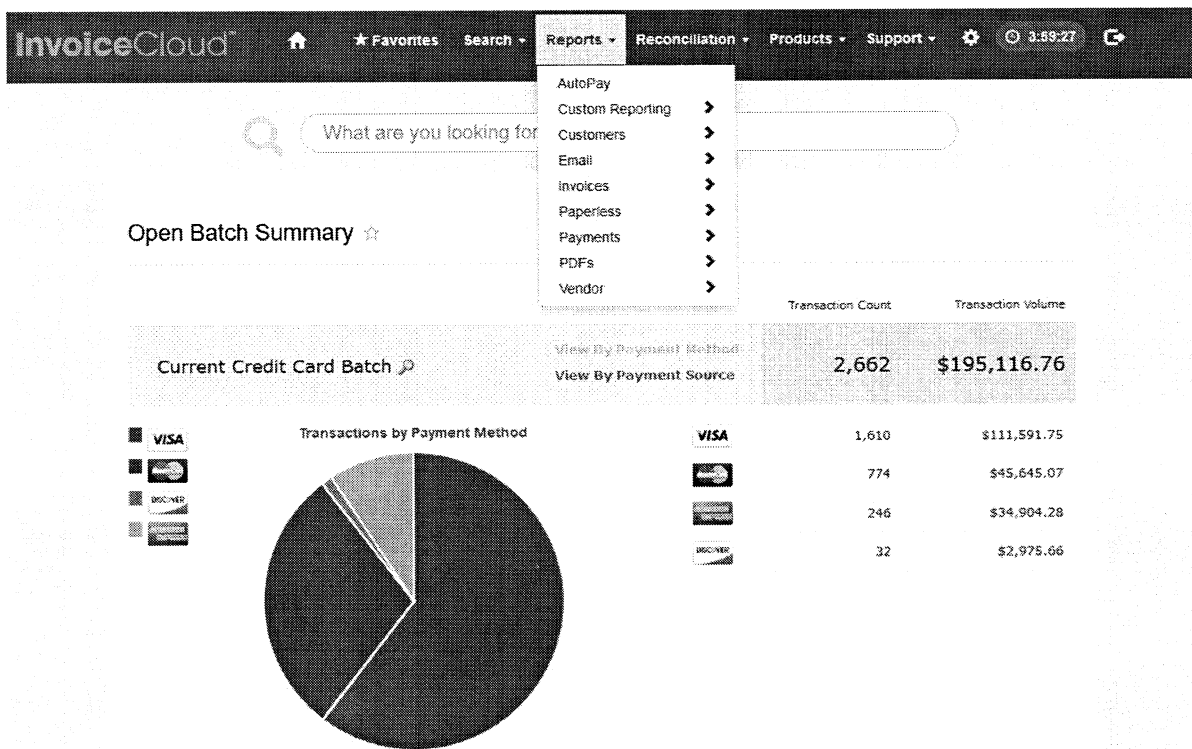


Figure 31. Robust Reporting Options. Use pre-configured reports or define new ones and export results to Excel.

Invoice Cloud provides 29 email templates, all triggered by events and customer activity. Email notifications are completely customizable using the Biller Portal's built-in editor (**Figure 32**).

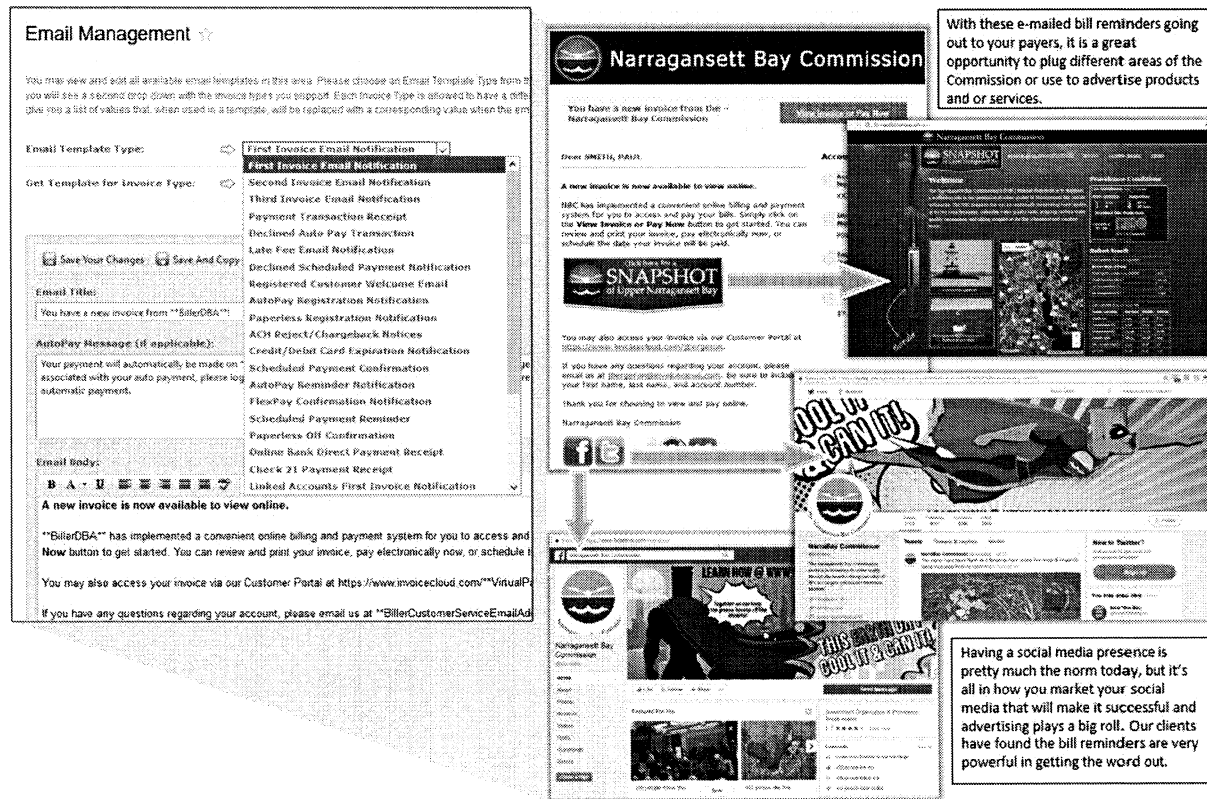


Figure 32. Invoice Cloud's Unmatched Email Management Tool. No other EBPP provider provides this level of control over the content and branding of its email engine.

2.13.2 CSRConnect

Your CSRs can also accept in-person and over-the-phone payments from within your existing cashiering system through our CloudCSRConnect interface. CloudCSRConnect integrates Invoice Cloud with a third-party CIS application to redirect to areas within the Customer Portal. We connect fields via API, dynamically creating or updating a customer and their invoice details and balance (Figure 33).

Multiple Landing Options, including:

- 1 = Open Bill Listing
- 2 = Paperless Settings
- 3 = AutoPay Settings
- 4 = Password Change
- 5 = Payment Options
- 6 = Closed Bill Listing

Open Invoices

Filter by Account: 999-08-7777

Filter by Invoice Type: Utility

Filter by Date: This Month, Last Month, Last 3 Months, Last 6 Months, Last 12 Months

Filter by Amount: \$0.00 - \$100.00, \$100.01 - \$250.00, \$250.01 - \$500.00, \$500.01 - \$999.99, \$1000.01 +

Select	Invoice	Address	Due Date	Balance Due	View Invoice
<input checked="" type="checkbox"/>	Due in 16 days Account#999-08-7777 Utility	124 Penn ST	11/09/2019	\$400.43	View Invoice Payment History Adjustment History Online Status Payment History Received Mo

Pay Selected

New Credit Card

Please fill out all fields below and click Save Credit Card Information to save your information. You may cancel at any time.

Credit Card Number *

Expiration Date *
 Month: Year:

Billing Name * **Billing Address ***

Country * **Billing City ***

State * **Zip ***

Default

Save Credit Card Information

Paperless

Going Paperless saves time and money by eliminating the need for paper printing and mailing of invoices and payments. Need help with this feature?

Account #	Type	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Status
999-08-7777	Utility	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Not Paperless

Save my changes

Figure 33. CSRConnect's API Links Common CSR Functions to Invoice Cloud Features. CSRs can access IC's payment EBPP without switching from their CIS's CSR screens.

3 Pricing

Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing. Pricing based on 32,000 bills annually and \$406 average credit card payment.

Service Description	Fee
Integration, Deployment and Training NOTE: Includes integration with your billing system(s)	\$5,000 WAIVED
Account Access – monthly access to branded Customer and Biller Portals – includes multiple Administrative Users NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100 WAIVED
HelpDesk Support and Marketing – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry’s highest payment and paperless adoption.	No Charge
Electronic Payment Fees – Convenience Fee Model	
Residential Credit / Debit Cards Visa, MasterCard and Discover, and American Express – Fee per transaction – Paid by Payer Minimum payment \$2	2.95%
E-Check / ACH – per transaction	\$1.50
Miscellaneous Fees	
Credit Card Chargeback	\$15
ACH Reject	\$15
IVR (Optional)	
Inbound -- Per Call (Payment Only)	\$0.50

Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

Biller Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term") and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached and incorporated by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users;

Biller Agreement

and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's

Biller Agreement

account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

Town of Colchester

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the **Town of Colchester** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **Town of Colchester** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / **Town of Colchester**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with **Quality Data Service (QDS)**. The integration for the **Town of Colchester** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.
- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller’s option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for

each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file

- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **Town of Colchester**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Town of Colchester

Invoice Cloud, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: President _____

Date: _____

Date: _____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Quality Data System	QDS	
PRODUCTS		
EBPP	Supported	
Invoice Types	#42 - Utilities	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Web Service	Each Billing Cycle
Payments	Data Pump	Near Time
AutoPay Flags	Data Pump	Near Time
Paperless Flags	Data Pump	Near Time
Account Balances	RTDR	Real Time
Block Payment Method (Credit/ACH)	RTDR	Real Time
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Not Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-on	Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

Appendix B:

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (.bif)
Web services installed
Firewall access granted
...ADD TO THIS LIST

SALES INFORMATION			
IC Sales Rep	Matt McKinley	Vertical	Tax
Order Date	4/6/2022	Billing Software	QDS

BILLER INFORMATION			
Ownership Type	Government	Phone	8605377220 Fax
Legal Name	Town of Colchester	Website URL	https://www.colchesterct.gov/
Address 1	127 Norwich Avenue	Bus. Open Date	
Address 2		Federal Tax ID	
City	Colchester	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	CT	ZIP	06415

BILLER CONTACT	
Primary Contact Name	Michele Wyatt
Phone	(860) 537-7210
Email Address	taxcollector@colchesterct.gov

SIGNING AUTHORITY			
Name	Andreas Bisbikos	Title	First Selectman
Phone	8605377220 Fax	Email Address	taxcollector@colchesterct.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
Note: Must include voided business check or bank letter for each unique account	
Billing Method	Monthly Invoice
Routing #	Last 4 Acct #

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Chargeback Fee Submitter (Chase)	Per Transaction	Fixed (\$)	\$15.00
Biller Portal Access Fee	Monthly	Fixed (\$)	\$0.00
ACH Reject Fee Submitter (Chase)	Per Transaction	Fixed (\$)	\$15.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$15.00

HARDWARE			
Card Reader Type	Swipe Only	Quantity	2
Card Reader	IDTech SREDKey	Cost per Reader	\$0.00
		Billing Interval	

Shipping Address (if different than location address)		
----------------------------------------------------------	--	--

DATA RETENTION		
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Months to Keep	24	*Additional Fees apply if greater than 24 months
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IMPLEMENTATION CHARGES			
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Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING			
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[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Andreas Bisbikos

Printed Name

First Selectman

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Tax	Pricing Model	Submitter
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CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8000	0	0	0	0	0	8000	0	0	0	0	0

Avg CC Transaction \$	406.00	Max Invoice \$	110000.00	Bill Frequency	Semi-Annually	Avg. Bills Per Month	1333
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PRODUCTS AND SERVICES

Products and Services [EBPP] [IVR] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal				
All Payment Sources	ACH/EFT				

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment \$	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$110000.00	2.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	\$110000.00	
IVR Surcharge	All Payment Methods	\$0.50	Fixed (\$)	\$110000.00	

SERVICE FEE EXCEPTIONS

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	Last 4 Acct #
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NOTES / SPECIAL HANDLING

Tax Account in CT which does not by state law permit paperless billing

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties

Point & Pay, LLC (“PNP”)
A subsidiary of NAB, doing business in Delaware

Town of Colchester, CT

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this “**Agreement**”), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the “**Services**”) and payment modules (each, a “**Module**”) chosen in the attached client application (“**Client Application**”) to enable Client’s customers (“**Customers**”) to make payments to Client using a Payment Device. “**Payment Device**” means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the “**Services Description**”).

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks (“**e-Check**”). A “**Debit Card**” is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder’s bank account or a prepaid account and which is processed with or without the use of a PIN. A “**Credit Card**” is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., (“**MasterCard**”), Visa International (“**VISA**”), Discover Network (“**Discover Network**”), American Express (“**AXP**”) (collectively, the “**Rules**”) and National Automated Clearing House Association rules and regulations (“**NACHA Rules**”), as they may exist or are modified from time to time and as applicable to Client’s activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client’s execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client (“**Affiliates**”). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client’s authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client’s passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client’s computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations

1.4.1 Definitions

1.4.1.1 “**ACH Entry**” means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account (“**Debit Entry**”) or a debit to a designated account (“**Credit Entry**”);

1.4.1.2 “**ACH System**” means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP’s designated financial institution acting as an Originating Depository Financial Institution (“**ODFI**”) with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of

attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by

this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the

accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of electronic payment services and that Client may not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or

at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

Town of Colchester, CT

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

point&pay

Change Request Form

Requestor Name: Michele Wyatt
 Request Date: 3/7/2022
 Current Partner Name: Town of Colchester, CT
 Current Partner ID: 6983

Section A. Select the Change Type (Mark with a X)

Change Partner Name		Complete (Section C)
Deactivate Partner		
Add New Office		
Modify Existing Office		
Add/Remove Payment Method		
Add/Remove Channels		
Change Custom Data Element		
Change/Add Software Vendor		
Other		
Change Credit Card Fees		Complete (PnP Fee Doc)
Change E-Check Fees		
Other Fee Changes (Tiered, Interchange)		
Change Product Name	xxx	Complete (Section B)
Change Product Classification (MCC)		
Add New Product		
Deactivate Product		

Section B. Enter below the name of the product(s) to which this change request applies. If adding a new product, put "New" for the product code.

Product Name	Product Code	MCC Code	Channel		
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input checked="" type="checkbox"/> BillPay
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input checked="" type="checkbox"/> BillPay
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input checked="" type="checkbox"/> BillPay
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input checked="" type="checkbox"/> BillPay
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input type="checkbox"/> BillPay
			<input type="checkbox"/> PNP COUNTER <input type="checkbox"/> Other POS	<input type="checkbox"/> PNP WEB <input type="checkbox"/> Other Web	<input type="checkbox"/> PNP IVR <input type="checkbox"/> BillPay

Section C. Describe Changes Requested: Note: If new Software Partner, please include the contact information.

Client would like to upgrade to QDS Billpayh

CLIENT NAME: Michele Wyatt

TITLE: Primary

SIGNATURE: _____