

MASTER SERVICES AGREEMENT

Client:	Township of Edwardsburgh Cardinal
Client Address:	18 Centre Street, PO Box 129, Spencerville, ON K0E 1X0
Contact for Notices to Client:	Jessica Crawford
Estimated Number of Yearly Payments:	7,200

This Master Services Agreement (“**Agreement**”) is entered into as of the Effective Date herein defined by and between the Client identified above and Paymentus (**Canada**) Corporation, (“**Paymentus**”) a Nova Scotia unlimited liability company with a principal place of business at 1595 16th Avenue, Suite 700, Richmond Hill, Ontario L4B 3N9, Canada. Each of Client and Paymentus is also referred to as “**Party**” and collectively as the “**Parties**”.

STATEMENT OF PURPOSE

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

AGREEMENT

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

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the Parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the Parties.

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

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS (CANADA) CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

Paymentus

GENERAL TERMS AND CONDITIONS

BY AND BETWEEN PAYMENTUS (CANADA) CORPORATION AND TWP OF EDWARDSBURGH CARDINAL

1 Definitions:

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

- 1.1 “**Affiliates**” means (i) any entities that control, are controlled by, or are under common control with a Party.
- 1.2 “**Agent Dashboard**” means a web based portal that enables Client to manage and monitor its customers’ payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 “**Agreement**” means the Master Services Agreement between the Parties, as amended from time to time, including the first page, the signature page, these General Terms and Conditions, and all Schedules.
- 1.4 “**Average Bill Amount**” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 “**Custom Enhancement(s)**” means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith if applicable.
- 1.6 “**Customer Information Files**” or “**CIF**” means a computerized file used by a company that stores all customer data such as the customer’s personal and account information.
- 1.7 “**Custom Implementation**” means implementation of Client’s Custom Integration and Custom Enhancements in accordance with the applicable Statement Of Work (“SOW”).
- 1.8 “**Custom Integration**” means customization of the Platform to integrate with Client’s billing

system using non-standard file specifications or application programming interfaces (“**APIs**”) supported by Client’s billing system

- 1.9 “**Effective Date**” is the date the last Party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client executes the Agreement.
- 1.10 “**EFT**” means electronic funds transfer as used in **Canada** (e-check or ACH as referred to in the USA).
- 1.11 “**Excess Payment Amount**” means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.12 “**Fee Assumptions**” means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs EFT) of all card Payments processed that month.
- 1.13 “**IPN**” or “**Instant Payment Network**”™ means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.14 “**Launch Date**” means the later of the date on which Client completes the introduction to Users of all of the Services (i) set forth on Schedule A or (ii) in any applicable SOW as of the Effective Date of any applicable SOW.
- 1.15 “**Minimum Monthly Commitment**” means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A (Paymentus Service Fee Schedule).
- 1.16 “**Non-Qualified Transaction**” means any payment where the Paymentus Fee is lower

than the cost of processing such payment (including the cost of Third Party Fees).

- 1.17 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.18 **"Payment Amount"** means the amount of a Payment.
- 1.19 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.20 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.21 **"Platform"** is defined in Section 2.1.
- 1.22 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.23 **"Professional Services Fees"** means the fees charged for the Professional Services described in a SOW.
- 1.24 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as EFT returns or credit/debit card chargebacks).
- 1.25 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.
- 1.26 **"Standard Implementation"** means (i) the initial integration between the information systems of both Parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the

creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.

- 1.27 **"Statement of Work" or "SOW"** means the statement of work entered into between the Parties if applicable.
- 1.28 **"System Availability"** means that date on which Paymentus notifies Client that the Platform is ready to process User data.
- 1.29 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.
- 1.30 **"Third Party Fees"** is defined in Section 3.2.2 of this Agreement.
- 1.31 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.32 **"Work" or "Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in an applicable SOW.

2 Description of Services to be Performed

2.1 Scope of Services

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

2.2 Professionalism

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

2.3 New or Enhanced Services

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

3 Compensation and Payment Terms

3.1 Implementation

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

3.2 Paymentus Fee

- 3.2.1 Party to be charged the Paymentus Fee. The entity to be charged the Paymentus Fee is identified on Schedule A.
 - 3.2.1.1 Where the “User paid fee” is selected on Schedule A, User will be charged the Paymentus Fee.
 - 3.2.1.2 Where the “Absorbed” or “Client paid fee” is selected on Schedule A, Client will be charged the Paymentus Fee.
- 3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee (“**Third Party Fees**”), except for fees related to Reversed or Chargeback Transactions.
- 3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus’ of prior written notice to Client due to one of the following:
 - 3.2.3.1 Change in connection with the Fee Assumptions. A change or mistake by either of the Parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment

methods utilized by the Users, or (c) the interchange rates applied to transactions.

3.2.3.2 Charges for Non-qualified Transactions. Client will be billed additional Paymentus Fees equal to 2.95% of the Excess Payment Amount for each month.

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

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Effective Date of the Agreement, and continuing on each anniversary of the Effective Date thereafter during the Initial Term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index published by Statistics Canada as part of Table 18-10-0004-02, Consumer Price Index for Ontario, all-items, monthly, percentage change, not seasonally adjusted.

3.3 **Payment Terms**

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

3.4 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("**Due Date**"). To the extent that any portion of an

invoice is disputed in good faith ("**Disputed Amount**"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("**Invoice Dispute Notice**"). Parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the lower of 18% per annum or the then current maximum legal rate of interest.

4 **Payment Processing**

4.1 **Integration with Client's Billing System**

Paymentus will provide implementation services to Client.

4.2 **PCI Compliance**

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

4.3 **Explicit User Confirmation**

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

4.4 **Merchant Account**

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus

Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

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

4.6 Settlement

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

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

4.7 Reversed or Chargeback Transactions

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

organization for credit back to the User the corresponding Paymentus Fee, if any.

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

5 General Conditions of Services

5.1 Service Reports

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

5.2 User Adoption Communication by Client

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

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

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

5.3 Independent Contractor

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

5.4 Client's Responsibilities

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

5.4.1 Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, EFT origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

5.4.2 Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

5.4.3 Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).

5.4.4 Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.

5.4.5 Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have ten (10) days following such notification to confirm that there are no material defects in the System ("**Testing Period**"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any

time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.

5.4.6 Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

5.4.7 Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

5.4.8 Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing systems.

5.4.9 Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

5.4.10 Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.

5.4.11 Providing Paymentus with designated test accounts or other data ("Test Data") to assess the functionality of the platform as part of any user acceptance testing process. Such Test Data shall not include any actual customer data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

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

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the “**Paymentus Indemnitees**”) from and against all liabilities, demands, losses, damages, costs or expenses (including legal fees and costs), incurred by any Paymentus Indemnatee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

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

6.4 Warranty Disclaimer

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

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR

OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS’ TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (i) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (ii) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS (“NET FEES”) IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (iii) IN NO EVENT, MORE THAN THE NET FEES RECEIVED IN THE LAST TWELVE (12) MONTH PERIOD UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 7 (seven) years (“**Initial Term**”) from the Launch Date.

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

7.2 Breach

A breach of the Agreement that causes material harm will be cured within 90 (ninety) business days (“**Cure Period**”) after a Party notifies the other in writing of the breach, in accordance with the Notice Provisions of this Agreement, that contain reasonable details of the material harm caused by the breach. In the event the breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days’ written notice.

7.3 Upon Termination

Upon termination of the Agreement, the Parties agree to cooperate with one another to ensure that all

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

8 Confidentiality

8.1 Compliance with Confidentiality Matters

The Parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the Parties in connection with the commencement of the negotiation of this Agreement ("**NDA**"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the "**Confidentiality Period**"). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Client acknowledges and agrees that this Agreement contains trade secret information including the contents of Schedule A (Fee Schedule). Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4.1 (applicable merchant processing, cash management, EFT origination, or kiosk agreements) above.

8.2 Publicity; Public Statements

Except as provided in this Agreement, Client shall not issue any form of press release or make any public statement on its website, to the media, or otherwise

regarding Paymentus, the Platform or the Services without the prior written consent of Paymentus, unless disclosure is required by law, and then (i) only to the minimum extent necessary to comply with any applicable law, rule or regulation; and (ii) only after consultation with Payments regarding the content of such release or statement.

9. FOIA Requests

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

10 Intellectual Property

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

11 Miscellaneous

11.1 Authorized Representative

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

11.2 Notices

All notices of any type hereunder ("**Notices**") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in this Agreement will be given by registered mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. A Party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other Party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

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

11.4 Governing Law

The Agreement will be governed by the laws of the Province of Ontario and the applicable federal laws of Canada, without giving effect to any principles of conflicts of law.

11.5 Severability

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

11.6 Legal Fees

Should any litigation or other dispute requiring the involvement of legal counsel arise between the Parties concerning the Agreement, each of the Parties agrees to bear its own costs and legal fees.

11.7 Force Majeure

Each of the Parties will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

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

11.9 Entire Agreement

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

11.9 Counterparts

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

11.10 Due Authorization and Enforceability.

Client has the full right, power and authority to enter into this Agreement and to perform and discharge its obligations hereunder; and this Agreement has been duly authorized, executed and delivered by the Client, and constitutes a valid, legal and binding obligation of the Client, enforceable against the Client in accordance with its terms.

Schedule A – Paymentus Service Fee Schedule

Client may elect to pay certain Payments Fees directly ("Client Fee"), or instruct Paymentus to collect the Paymentus Fee from the User (the "User Fee"). Client's initial designation of the fee model is set forth below:

Payment Methods & Channels	Paymentus Fee	Fee Model User or Client paid indicated below:
Instant Payment Network™ All payment methods offered under IPN and digital wallets such as PayPal, Apple Pay, Google Pay, and others as offered by Paymentus	2.5% per payment	User Fee
Credit, Debit Cards	2.5% per payment – Credit 1.5% per payment - Debit	User Fee
ACH/eCheck	\$1.00 per payment	User Fee

Average Bill Amount	Maximum Payment Amount
\$450.00	\$10,000.00

Note:

The Parties have agreed to the following:

- A. Multiple payments may be made. Paymentus may apply different limits per transaction for user adoption or to mitigate risks.
- B. Minimum Payment Fee is \$1.00 per non-ACH payments.
- C. Chargebacks and returned checks will be billed at \$9.95 per item.
- D. Implementation services include standard CIF integration with UniSoft (system of record).

Schedule B – Client Payment Data

- Average number of EFT (ACH) payments annually: 1,440
- Average number of card payments annually: 5,760