

**FIRST AMENDMENT TO PAYMENTUS MASTER SERVICE AGREEMENT FOR
NEW STATEMENT OF WORK**

This *First Amendment* to Paymentus Master Service Agreement for a new Statement of Work (“First Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“City”) and Paymentus Corporation, which is registered to conduct business in the State of Florida and whose address is 11605 North Community House Road, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”).

RECITALS

WHEREAS, on or around April 13, 2021, the parties entered into a Master Service Agreement for electronic billing payment processing (the “Original Agreement”); and

WHEREAS, the parties mutually desire to amend the Original Agreement to allow for the processing of electronic payments related to requests for public records.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the “Effective Date”), and shall continue as otherwise provided in the Original Agreement.

2. NEW EXHIBIT B – STATEMENT OF WORK

A Statement of Work, attached, is hereby added as a new Exhibit B, and is incorporated as if set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

PAYMENTUS CORPORATION

PETER FANOUS
SENIOR VP, MID MARKETS

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____, 2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNE



11605 North Community House Road, Suite 300
Charlotte, NC 28277
888-440-4826

06/04/2024

Statement of Work

This STATEMENT OF WORK ("SOW"), is entered into as of the date of the last of the signatures set forth below ("Effective Date") by and between City of North Port, Florida ("Client") with its principal place of business 4970 City Hall Boulevard, North Port, FL 34286 and Paymentus Corporation ("Paymentus") with its office at 11605 North Community House Road, Suite 300, Charlotte, North Carolina 28277.

This SOW is hereby entered into and made a part of the Master Services Agreement (the "Agreement") between Client and Paymentus. Terms used but not defined in this SOW will have the meanings given to them in the Agreement.

This SOW shall remain valid for 120 days from issue date.

PROJECT DESCRIPTION

Client is requesting integration between GovQA and Paymentus via URL Parameter Passing to Responsive One Time Payments (ROTP) Page 2 for new TLA.

Item	Detail	Amount
GovQA Integration via URL Parameter Passing	<p>TLA: New TLA to be created. Agent Dashboard (AD) and ROTP Page will be setup</p> <ul style="list-style-type: none"> • MAID/MID: New MID to be created • Payment Type: Public Records Requests • Payment Methods: Per MSA • Integration Type: URL Parameter Passing <ul style="list-style-type: none"> ○ Customers will be redirected from the GovQA portal to the Paymentus ROTP Page 2 ○ GovQA will prepopulate parameters for the Account Number (or any other identifier, which could be a Permit Number), Payment Type, and Amount <ul style="list-style-type: none"> ▪ Please see Paymentus Developer Portal for additional parameters that can be passed ○ Paymentus to provide the following: <ul style="list-style-type: none"> ▪ URL for ROTP Page ▪ Encryption Key for Parameter Passing • GovQA to provide Paymentus with a Notification URL for Paymentus to pass Real Time Payment Notification/confirmation back to GovQA • Paymentus to facilitate UAT testing • Paymentus to provide production planning & deployment to PROD 	\$8,750.00
Total Due		\$8,750.00

The total amount due will be billed upon project kickoff.

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PAYMENTUS RESPONSIBILITIES

- The project team shall convene regular weekly meetings to ensure progress and alignment. In the event of non-responsiveness exceeding two consecutive weeks from the Client, the project escalation protocol will be initiated internally with Paymentus, along with the designated Point of Contact (POC) as outlined in the SOW. Failure to respond at this juncture may result in the temporary suspension of your project.
- Manage the efforts of the Paymentus staff and coordinate Paymentus activities with the Client's Project Manager.
- Provide Client with one (1) production and one (1) UAT (User Acceptance Testing) environment.
- Coordinate and perform the configuration of the Paymentus solution as described above.
- Define the project schedule in consultation with the Client's Project Manager and resolve deviations from the Project Schedule, if any.
- Provide timely responses to critical issues raised by the Client's Project Manager
- Provide access to the Paymentus Developer Portal and recommendation for optimal solution ex standard Paymentus CIF file

CLIENT RESPONSIBILITIES

- Assign resources that have the time and expertise to execute their respective tasks and responsibilities.
- Provide timely and appropriate responses to Paymentus' request for information.
- Coordinate support for any other third-party vendor where Client holds the primary relationship.
- Ensure network connectivity.
- Testing of the solution and reporting of any deviation.
- The client is responsible for conducting thorough User Acceptance Testing (UAT), encompassing comprehensive testing of all available payment methods and in all forms, prior to the configuration being migrated to the production environment.
- Additionally, the UAT checklist must be completed and signed by the client as a confirmation of their testing activities. This testing requirement is distinct and separate from any testing conducted by their CIS or any other vendor

ASSUMPTIONS

- Client and/or Development Partner/Vendor understands that any delay in response can/will impact project timelines.
- Client will schedule meetings with the Development Partner/Vendor and Client will stay engaged through project warranty.
- Non-standard changes (i.e. custom development) must follow Paymentus release calendar.

OUT OF SCOPE

- Features not explicitly defined in the Project Description are out of scope.

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POST DEPLOYMENT ASSUMPTIONS

- After the production launch the client will transition into the Hypercare stage for the project, which consists of 10 business days of support post deployment (Production). Any risks or issues that are identified during this period may be eligible for an extension of Hypercare which is subject to approval.
- Any Client concerns or changes post the Hypercare stage will be directed to the Paymentus Customer Care team at customercare@paymentus.com or [800-420-1663](tel:800-420-1663).

ESCALATION APPROACH

Paymentus

Escalation Level 1	Escalation Level 2	Escalation Level 3
TBD upon project kickoff Project Manager Email: TBD Phone: TBD	Pantelis Mamouzellos Director, Client Services Email: pmamouzellos@paymentus.com Phone: 980-206-9091	Lori Hogg Vice President, Customer Success Email: lhogg@paymentus.com Phone: 980-206-9091

Client

Escalation Level 1	Escalation Level 2	Escalation Level 3
Vicki Edwards IT Business Administrator Email: vedwards@cityofnorthport.com Phone: (941) 429-7141	Heather Faust City Clerk Email: hfaust@northportfl.gov Phone: (941) 429-7056	Victor DeRamio Accountant Email: vdiramio@cityofnorthport.com Phone: (941) 423-7120

Authorized Client Representative	Paymentus Corporation
Signature:	Signature:
Printed Name:	Printed Name: Peter Fanous
Title:	Title: Senior VP, Mid Markets
Date:	Date:

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