

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
JPMORGAN CHASE BANK, N.A.**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and JPMorgan Chase Bank, N.A., a national banking association (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement".

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement For Services Between City of Santa Clara, California and JPMorgan Chase Bank, N.A", dated December 15, 2020 (Agreement) for the purpose of having Contractor provide general banking services;
- B. The Parties now wish to amend the Agreement to extend the term, add additional option periods, and incorporate additional services.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 2 of the Agreement, entitled "Term of Agreement", is amended in its entirety to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall commence from December 15, 2020 and terminate on December 15, 2030 (Initial Term).

After the Initial Term, the City reserves the right, at its sole discretion, to exercise its option to extend the term of this Agreement for up to five (5) additional years, through December 15, 2035 (Renewal Term), subject to Contractor's consent, which may be premised upon mutually acceptable adjustments to compensation and other terms and execution of an amendment to this Agreement. Exercise of the renewal option by the City shall be in writing and delivered to Contractor no less than thirty (30) days prior to the expiration of the Initial Term, unless an alternative period is agreed to, in writing, by both Parties."

2. Exhibit A of the Agreement is hereby Amended by the addition of Exhibit A-1 entitled "J.P. Morgan Digital Payment Service Terms," which is attached hereto and incorporated into this Agreement. Any references to Exhibit A within the Agreement shall include Exhibit A-1.
3. Exhibit B of the Agreement is hereby Amended by the addition of Exhibit B-1 entitled "Digital Bill Payment Fees," which is attached hereto and incorporated into this Agreement. Any references to Exhibit B within the Agreement shall include Exhibit B-1.
4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JÖVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**JPMORGAN CHASE BANK, N.A.**  
a national banking association

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Dina Collins

Title: Authorized Officer

Principal Place of Business Address: 560 Mission St., 20<sup>th</sup> Fl., San Francisco, CA 94105

Email Address: [dina.w.collins@jpmorgan.com](mailto:dina.w.collins@jpmorgan.com)

Telephone: (415) 315-5058

Fax: \_\_\_\_\_

“CONTRACTOR”

**EXHIBIT A-1**  
**SCOPE OF SERVICES**

The services to be performed for the City by the Contractor under this Agreement are those services described in the provisions of the attached Exhibit A-1 that apply to Service Group 1: General Banking Services - Digital Bill Payment Services.



## J.P. MORGAN DIGITAL BILL PAYMENT SERVICE TERMS

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JPMorgan Chase Bank, N.A. and certain affiliates of JPMorgan Chase Bank, N.A. (collectively, the “**Bank**”) and Paymentus Corporation and certain affiliates of Paymentus Corporation (collectively, “**Paymentus**”, and together with the Bank, the “**Service Provider**”) will provide the Customer with the Digital Bill Payment Service which provides a platform and connectivity enabling the Customer to (i) present bills and receive payments from Counterparties electronically, (ii) provide Counterparties with billing notifications, reminders and secure electronic billing, and (iii) other services as described in Schedules A and B to these Service Terms (the “**Digital Bill Payment Service**”). The Bank uses Paymentus Corporation and certain affiliates of Paymentus Corporation (collectively, “Paymentus”) as its primary application service provider to provide the Digital Bill Payment Service to the Customer. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services (the “Account Terms”) as well as other applicable service terms (collectively, “Account Documentation”) are incorporated into these Service Terms by reference. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Digital Bill Payment Service, the Customer agrees to these Service Terms. If and to the extent there is a conflict between these Service Terms and the Account Terms, the provisions of these Service Terms shall govern. Capitalized terms used and not otherwise defined herein shall have the meanings specified in Section 16 hereof, Section 9 of Schedule A or in the Account Terms.

1. **Receivables/Pay-Ins.** The Customer may use the Digital Bill Payment Service to initiate a Transaction from a Counterparty to the Customer using the Paymentus System. The Counterparty may be notified by the Customer using the Digital Bill Payment Service that payment is requested for a bill or invoice by sending a Payment Request. The Counterparty may choose to accept or decline a Payment Request. Payment Requests that require Registration (e.g., recurring payments) will be processed once the Counterparty has completed Registration and authorized a payment to the Customer using a Payment Method. Customer understands and agrees that the Counterparty may choose not to Register or cancel an existing Registration at any time. Payment Requests that do not require Registration will be processed once the Counterparty has authorized a payment to the Customer using a Payment Method and input all the required information.
2. **Counterparty Channels.** The Customer may utilize interfaces made available by the Digital Bill Payment Service (“Counterparty Channels”) to facilitate interactions with the Counterparty. Counterparty Channels include an online and mobile website, phone-based call center and physical point of sale. The Counterparty Channels may be used for Registration and / or processing and service of a Transaction. The Customer may be offered the ability to customize the appearance and / or function of the Counterparty Channels in order to adhere to Customer branding requirements, including the use of the Customer’s name, logo and/or associated brand marks.
3. **Transaction Processing/Payment Methods.** The Customer may provide their Counterparty with the option of one or more Payment Methods to complete a Transaction. If the Counterparty authorizes a Transaction, the Bank will process the Transaction using the Payment Method selected by the Counterparty, as applicable. The Bank has no obligation to make any specific Payment Method available.
  - 3.1 **Integration with Customer Billing System.** Paymentus will develop and maintain one real-time interface to interact with the Customer’s billing system.
  - 3.2 **Authorizing Transactions.** Paymentus will confirm the dollar amount of all Payments, and when paid by the Counterparty, the corresponding fee to be charged. Paymentus will electronically obtain the Counterparty’s approval of the charges prior to initiating a payment authorizations transaction, and will provide the Customer with an electronic confirmation of all transactions and transaction reports.
  - 3.3 **Authenticating Counterparties.** The Service Provider makes available to the Customer various methods for verifying the identity of Counterparties and the authenticity of their instructions, including verification of biller-assigned account numbers, account validation services and challenge questions. The Customer understands that certain Payment Methods will require account validation and/or Counterparty authentication.
  - 3.4 **Customer Settlement Account.** The Customer authorizes the Bank to debit and credit a designated settlement account of the Customer held with the Bank in connection with the Digital Bill Payment Service.
  - 3.5 **ACH Processing.**
    - 3.5.1. **For Use of the Digital Bill Pay Service in the U.S.:** If the Counterparty chooses to make a Transaction through ACH, the Digital Bill Payment Service will, subject to these Service Terms and Schedule A, initiate ACH debit entries to the accounts of the Counterparty. The Bank will have no responsibility for any delays in receipt of funds, or errors in Account, or entries, or Instructions caused by the Customer, the Counterparty, or any other third party. In preparing and transmitting ACH debit entries, the Bank can rely on all information, data, and Instructions received by the Bank through the Paymentus System and will not be responsible for the inaccuracy of such information and data.
    - 3.5.2. **For Use of the Digital Bill Payment Service in Canada:** If the Counterparty chooses to make a Transaction through ACH, the Digital Bill Payment Service will, subject to these Service Terms and the Bank’s Global ACH Payments and Collection Service Terms (as same may be amended or substituted from time to time), initiate ACH debit entries to the accounts of the Counterparty. The Bank will have no responsibility for any delays in receipt of funds or errors in Account entries caused by the Customer, the Counterparty, or any other third party. In preparing and transmitting ACH debit entries, the Bank can rely on all information and data for any user provided to Paymentus through the Paymentus System, and will not be responsible for the inaccuracy of such information and data.
  - 3.6 **Card Processing and Stored Value Digital Wallet Accounts.**



- 3.6.1 **For Use of the Digital Bill Payment Service in the U.S.:** If the Counterparty chooses to initiate a Transaction using a Card, such Transactions will be submitted to Paymentus and processed by the Bank according to its formats and procedures and in accordance with and subject to Schedule A.
- 3.6.2 **For Use of the Digital Bill Payment Service in Canada:** The Customer will need to sign a separate payment processing agreement ("PPA") with the Merchant Processor in order to enable Transactions using a Card. If the Counterparty chooses to initiate a Transaction using a Card, such Transactions will be submitted to and processed by the Merchant Processor according to its formats and procedures and in accordance with, and subject to the terms of, such PPA. In processing and transmitting Transactions through Cards, the Bank's sole responsibility will be to transmit the Transaction information to the Merchant Processor
- 3.7 **Stored Value Digital Wallet (SVDW) Processing.** If the Counterparty chooses to initiate a Transaction using a SVDW Account, such Transaction will be submitted to and processed by the SVDW Provider in accordance with its terms and conditions. The Customer may be required to establish an account with the SVDW Provider as a condition of enabling Customer to permit its Counterparties to initiate Transactions from their own SVDW Accounts. The SVDW Provider will be responsible for transferring value from the Counterparty's SVDW Account to the Customer's SVDW Account and for any reversals, recalls or returns in connection therewith, and the Bank will have no responsibility therefor. Once the Transaction is authorized, the SVDW Provider will send an acknowledgment to the Bank and the Customer indicating processing of the Transaction. In processing and transmitting Transactions through the SVDW Provider, the Bank's sole responsibility will be to transmit the Transaction information to the SVDW Provider. The Bank will have no responsibility or liability for any acts, omissions, delays or errors by the SVDW Provider. The availability of a SVDW Provider as a means for a Counterparty to complete a Transaction shall not be deemed an endorsement or recommendation of such SVDW Provider. No SVDW Provider shall be an agent or service provider of the Bank.
- 3.8 **Cash Payments at Retail Locations.** If agreed upon by the Customer and the Bank, the Customer may provide Counterparties with the ability to make Payments by cash at certain stores/retail locations ("Retailers"). The processing of such Payments will be performed at the Retailer's location based upon an agreement between Paymentus and such Retailer and the Bank will have no liability if the Retailer fails to complete or erroneously completes a Payment or fails to provide transaction details to Paymentus. Transaction information provided by the Retailer to Paymentus will subsequently be reported by the Bank to the Customer; the Bank will have no responsibility for any errors in such information or reconciliation of such information.
4. **Counterparty Convenience Fees; Surcharging.** Convenience Fees, Surcharges or other similar service fees (collectively, "Service Fees") may be charged to the Counterparty in relation to the Digital Bill Payment Service if mutually agreed upon by the Customer and the Bank. The Digital Bill Payment Service may initiate a separate transaction for the collection of the Service Fee and will submit the transaction to the Bank or through the applicable network as applicable. Service Fees will either be retained by the Bank, Paymentus or the Customer, as mutually agreed upon by the Parties. The party retaining the Service Fee shall be responsible for obtaining any necessary consents and issuing any required disclosures to Counterparties and for paying any applicable fees and taxes related to the Service Fees. Certain state laws may prohibit and/or impose restrictions on the assessment of Service Fees added to credit card transactions. It is Customer's responsibility to comply with all such applicable laws in connection with its decision to use the Digital Bill Payment Service to add such fees to the total amount Customer is collecting from its Counterparties.
5. **Fees for Digital Bill Payment Service.** A fee schedule for the Digital Bill Payment Service will be provided to the Customer. The Bank shall have the right to modify fees as provided in the Account Documentation. Fees charged may be based on certain assumptions relating to the average size of transactions, transaction volumes and the mix of payment types; without limitation of anything contained in the Account Documentation, if such assumptions prove to be incorrect, Customer's fees may be increased. Customer agrees to pay any fees charged by Paymentus for: (a) point-of-sale devices and related third party implementation fees and other supplies, (b) any other equipment supplied by Paymentus and related expenses, and (c) customizations to the Digital Bill Payment platform made at Customer's request.
6. **Chargebacks / Return / Reversals.** Customer is responsible for all Refunds processed by the Bank through the Digital Bill Payment Service, whether initiated by the Customer, the Counterparty, or any other third party. The Customer shall be responsible if any Transaction for which the Customer or any Counterparty has been given provisional credit is the subject of a chargeback, return or reversal, or if final settlement is not received by the Bank for any reason. In such event, the Bank will charge back the amount to the Customer's account or claim a refund from the Customer. The Bank will credit the amount of any returned Transaction to the Customer's designated account upon receipt by the Bank of settlement and after any applicable resubmissions are completed.
7. **Cancellation or Modification.** Once a Payment Request has been issued to a Counterparty, such Payment Request may not thereafter be cancelled or modified by the Customer; provided, however, in the event the Customer requests to cancel or modify any Payment Request prior to the time the Counterparty has accepted or declined such Payment Request, the Bank will endeavor to act upon a cancellation or modification request.
8. **Security Procedures for Customer Transaction Instructions and other Information.** Instructions transmitted by the Customer to the Bank shall be verified in accordance with either (i) applicable security procedures set forth, and as defined in, the Channels Terms if Instructions are delivered by the Customer to the Bank, or (ii) security procedures agreed upon with Paymentus if Instructions are delivered by the Customer directly to Paymentus. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank or Paymentus, as well as any subsequent modification made to such procedures and requirements that are designed to strengthen the applicable security procedures.
9. **Obligations of the Customer.** In connection with the Digital Bill Payment Service, the Customer shall have the following obligations:



- (a) The Customer shall provide the Service Provider with all information and materials reasonably necessary for the Service Provider to implement the Digital Bill Payment Service for use by the Customer, including providing the file format specification that the Customer currently uses to post its payments to the billing system.
- (b) The Customer shall provide Paymentus with the information required to integrate with the Customer's billing system, and shall cooperate with Paymentus when it changes its settlement and invoicing processes.
- (c) Except as hereafter provided, the Customer (as the originator of each Transaction) authorizes the Service Provider to obtain an Authorization on the Customer's behalf from each Counterparty when the Counterparty uses a Counterparty Channel to initiate a Payment, as applicable. When the Counterparty does not use a Counterparty Channel, but instead directly provides the bank account or Card details to the Customer, the Customer shall obtain the Authorization from each Counterparty and shall provide each Counterparty with all required disclosures pursuant to Applicable Laws and as additionally agreed to by the parties.
- (d) The Customer shall maintain the Customer's own channels required to utilize the Digital Bill Payment Service, including, but not limited to, website and mobile application, as well as any related links, URLs, APIs and Session Transfer capabilities between the Customer's channels and the Digital Bill Payment Service, as applicable. The Customer agrees that the Digital Bill Payment Service shall be offered on all of Customer's channels and websites on which other payment options are offered.
- (e) The Customer shall procure and maintain, at its sole expense, all hardware, software and telecommunications equipment necessary to access and use the Digital Bill Payment Service, including any updates or upgrades required by the Service Provider for the Digital Bill Payment Service.
- (f) The Customer shall use commercially reasonable efforts to ensure that the Customer and its vendors, if applicable, cooperate fully with the Service Provider to achieve interoperability of the Paymentus System and the Digital Bill Payment Service with the Customer's or vendor's hardware and software. The Service Provider will have the right to, at its discretion, reject any data that it reasonably believes will interfere with the ability of the Paymentus System or Digital Bill Payment Service to process data in accordance with these Service Terms.
- (g) The Customer acknowledges that the Bank's customer is the Customer and no Counterparty shall be considered a customer of the Bank for any purpose, unless that Counterparty is already a customer of the Bank in the ordinary course.
- (h) The Customer shall maintain the confidentiality of any passwords, codes, digital certificates, security devices and related instructions for use of the Digital Bill Payment Service, which may be revised from time to time upon notice to the Customer, and if the Customer believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Customer shall promptly notify the Bank and advise the Bank as to the effect of the security breach and the corrective actions to be taken to restore or verify security.
- (i) **For Use of the Digital Bill Payment Service in Canada:** Customer directed stylistic changes to a Counterparty Channel including, but not limited to, text / font, background and foreground colors must adhere to Web Content Accessibility Guidelines (WCAG) 2.0 AA.

**10. Representations, Warranties and Covenants.** The Customer represents, warrants and covenants to the Bank that:

- (a) The Customer shall comply with all Applicable Laws;
- (b) Each Counterparty has agreed and authorized that their mailing address, email address, telephone number, Payment Method account details and any other information agreed upon by the Bank and the Customer, as applicable, may be shared with the Bank and the Bank's agents and vendors in connection with the Digital Bill Payment Service.
- (c) Neither the Payment Request nor any resulting Transaction is being issued or made in respect of or in connection with past due payments or debts owed by the Counterparty to the Customer, nor does any Payment Request or Transaction relate to accounts in default or delinquency under the terms of any agreement between the Customer and the Counterparty or under Applicable Law.
- (d) The Customer agrees to indemnify and hold the Bank, its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising directly or indirectly from the Customer's breach of any representation, warranty or covenant under these Service Terms.

**11. Intellectual Property Ownership.**

The Customer may only use Paymentus' logo and other service marks ("Paymentus Marks") to promote the Digital Bill Payment Service and Paymentus' role. The Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the Paymentus System) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Paymentus System, and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus. Customer will not transfer, license, publish, rent, assign, time-share, lease, convey, copy, translate, convert to another programming language, decompile, disassemble, reverse engineer, modify or change the Paymentus System or any component thereof for any purpose under any circumstances, except as permitted herein. Customer will not disclose or distribute to any other person or party, or allow any other person or party to access, inspect or copy the Paymentus System, including any component of the platform and related data. Unless otherwise expressly agreed to in writing, Customer shall not remove or modify any disclaimer, copyright or trademark notice contained in any component of the Paymentus System or Digital Bill Payment Service or in anything copied or downloaded therefrom.



Customer shall not use the Paymentus System in a manner which would infringe the proprietary rights of Paymentus, the Bank or others or violate the laws, tariffs or regulations of any country. Customer agrees not to disclose to any other party and to keep confidential all of the Paymentus System and all information contained in or related to the Paymentus System and related documentation.

If the Customer requests Paymentus to make customizations in the Digital Bill Payment platform for Customer, any such Customization shall be considered part of the Paymentus System and shall be owned exclusively by Paymentus. For any such customization for which the Customer has paid fees to Paymentus as provided in Section 5, Paymentus hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable license to such customization solely in connection with the Digital Bill Payment Service and Paymentus System. Any such license granted to the Customer shall terminate immediately upon the termination of these Service Terms.

All Bank trademarks, trade names, service marks, logos and titles owned by or licensed to the Bank, including without limitation those used by Bank in connection with the Digital Bill Payment Service (collectively, "Bank Marks"), shall remain the sole and exclusive property of the Bank or the respective licensor. These Service Terms give Customer no rights or license to the Bank Marks.

12. **Reliance on Information.** Without limitation of the foregoing, the Service Provider is authorized to rely on the content, accuracy and completeness of all information and data received from the Customer or any Counterparty. The Service Provider will not be liable for any loss or damage arising out of the inaccuracy thereof, including any errors in the Counterparty Information and any resulting erroneous Transactions. The Customer shall be solely responsible for the security and integrity of all information and data supplied or transmitted to the Service Provider including during transmission to the Service Provider.
13. **DISCLAIMER.** THE DIGITAL BILL PAYMENT SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE TECHNOLOGY OR DIGITAL BILL PAYMENT SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE DIGITAL BILL PAYMENT SERVICE.
14. **Withdrawal of Access/Suspension of Service.** The Customer shall immediately notify the Bank if it revokes enrollment of any Counterparty, or suspends any Counterparty or any Counterparty's access to the Digital Bill Payment Service. The Bank may, at any time, in its sole discretion, cancel or suspend a Counterparty's use of or access to the Counterparty Channels, as may be required by applicable law, rule or regulation or by the Bank's policies and procedures. The Bank may, in its discretion, instruct the Customer to terminate access to any Authorized User or individual and the Customer agrees to promptly comply with such instructions.
15. **Customer Agreement with Counterparty.** The Customer acknowledges and agrees that the Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of any agreement between the Customer and any Counterparty nor for the performance thereof. Notwithstanding the foregoing, in the event the Bank becomes aware that the content of any communication or agreement between the Customer and any Counterparty relating to the Digital Bill Payment Service is incorrect or contains information that the Bank in its reasonable discretion finds objectionable, the Bank shall have the right to require the Customer to modify or amend such communication or agreement to the Bank's reasonable satisfaction. At all times, the Customer shall comply, and shall ensure that the Counterparty complies, with all Applicable Laws.
16. **Definitions.**

"ACH" means The U.S. Automated Clearing House System for use of the Digital Bill Payment Service in the U.S. and means the Automated Clearing Settlement Systems of Payments Canada for use of the Digital Bill Payment Service in Canada.

"API" means Application Programming Interface.

"Applicable Laws" mean: (a) any law, rule, regulation, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state, provincial or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant party, that are applicable to a party, or its business, or which the party is otherwise subject to, including without limitation, anti-money laundering laws, privacy laws and sanctions laws; (b) any applicable Payment Brand rules, standards and guidelines, including without limitation security standards relating to privacy, and data security, and (c) clearinghouse and payment network rules.

"Authorized User" means any person who has been designated by a written notice from the Customer to act on behalf of the Customer under these Service Terms or the Account Documentation.

"Authorization" means an authorization from the Counterparty to the Customer that may be obtained (i) by the Bank on behalf of the Customer through the Counterparty Channels, or (ii) by the Customer, in either case before originating a debit or credit entry to the Counterparty's deposit account.

"Card" means a physical card or virtual representation of a card used to access an account or account number through which Payment Brand payment services are delivered, authorized and established between a Counterparty and a Payment Brand. Cards include, but are not limited to, credit or debit cards.

"Channels Terms" means the J.P. Morgan Treasury Services Electronic Channels Service Terms.

"Convenience Fee" is a charge to a Counterparty for the convenience of using the payment channel offered by Customer through the Digital





Bill Payment Service.

**“Counterparty”** means either a consumer or business customer of the Customer or other person or entity with whom Customer has a relationship, who after completion of registration makes a Payment through the Paymentus System.

**“Counterparty Channels”** has the meaning given to it in Section 2.

**“Customer”** means the customer acting individually or in another capacity and using this Paymentus Service.

**“Merchant Processor”** means the Bank affiliate that is the provider of services necessary to authorize, process and/or settle Counterparty’s Card and ACH transactions (if applicable).

**“Payment”** is any payment made by Counterparties to the Customer for services, bills, or other amounts owed to the Customer.

**“Payment Brand”** is any payment method provider whose payment method is accepted by Bank for processing, including, but not limited to Visa Inc., MasterCard Incorporated, Discover Financial Services, American Express Company and other credit and debit card providers, and debit network providers.

**“Payment Method”** means one or more methods made available by the Service Provider, from time to time, through which Transactions are made or received by the Customer such as bank account, Card, Stored Value Digital Wallet Account and cash.

**“Payment Request”** means a request delivered by email to a Counterparty’s email address or by text message to a Counterparty’s telephone number, in each case as supplied by the Customer to the Service Provider, that the Counterparty pay specified amounts to the Customer.

**“Paymentus System”** is the platform through which Payments can be made through the Counterparty Channels.

**“Register” or “Registration”** means the process through which Counterparties provide their bank account or Card details, as applicable, using the Counterparty Channel in order to make or receive a Transaction.

**“Stored Value Digital Wallet Account”** means a wallet account maintained on a software-based system that (i) stores information about the account holder’s credentials used to fund such account and (ii) is used to make and receive payments, such as purchases from sellers, money remittances or other types of payments. A Stored Value Digital Wallet Account is not an Account.

**“Stored Value Digital Waller Provider”** means an entity that provides and maintains Stored Value Digital Wallet Accounts.

**“Surcharge”** is a fee added to a payment amount by the Customer for credit card only transactions. This fee is not applicable to debit cards. The fee can be a fixed or variable amount and can be applied to card present or card not present transactions. The fee must be added to the principal amount of the transaction and collected in one transaction.

**“Transaction”** means the payment of amounts specified by the Customer to be paid by the Counterparty to the Customer using a Payment Method



## **ADDITIONAL TERMS APPLICABLE TO THE USE OF THE DIGITAL BILL PAYMENT SERVICE IN CANADA**

Notwithstanding any other provision herein or in any Account Documentation, the Customer acknowledges that any information provided to the Bank regarding any Counterparty, is not intended to establish a business relationship between the Bank and the Counterparty for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and its Regulations. The Customer represents and warrants that, by providing a Counterparty's information to the Bank, it is not released from its independent obligation to comply with all Applicable Laws and the Bank's policies notified to the Customer.

The Customer agrees to enter into appropriate agreements with SVDW Providers to enable Customer to receive a Transaction from a Counterparty's SVDW Account, as applicable.

The Customer represents, warrants and covenants to the Bank that: (i) each Counterparty has provided express consent for the Bank and its agents and vendors to send email and text messages, including those sent via automatic or automated dialing technology, for informational and servicing purposes to such Counterparty at the telephone number and email address that such Counterparty has provided to the Customer; and (ii) the Customer has verified that the Counterparty's phone number has not been disconnected or reassigned before the Bank sends the text message



## SCHEDULE A CARD AND ECP PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

When Customer uses the Digital Bill Payment Service to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by the Bank through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

### 1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

Customer agrees to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions the Customer submits to the Bank for processing. The Customer shall not, through act or omission, cause the Bank to violate any Network Rules. The Customer shall perform its obligations under this Schedule in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that Customer knows to be illegal. Bank reserves the right to temporarily suspend funding or refuse to process any Transaction if Bank reasonably suspects that it was prepared in violation of any provision of this Schedule applicable law, or the Network Rules. Customer agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on Customer or Bank as a result of Customer's actions, omissions, Transactions, Chargebacks or Returns, including without limitation, Customer's failure to comply with the Network Rules, this Agreement or any Security Standards (the "**Network Liabilities**").

### 2. Transactions: Chargebacks, Returns, and Refunds.

Customer represents and warrants that Customer will only use the services described herein and submit Transactions for processing which represent the sale or lease of goods or the provision of services by Customer to a Counterparty and not on behalf of any third-party seller. Customer shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in Customer's favor, Bank shall refund Customer for the amount thereof. Customer is responsible for all Refunds processed by the Bank through the Digital Bill Payment Service, whether initiated by the Customer, the Counterparty, or any other third party.

### 3. Settlement and Funding.

- (a) Bank will submit Customer's Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) Customer must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Bank's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "**Settlement Account**"). Customer authorizes Bank to initiate electronic credit entries, debit entries, and adjustments to the Settlement Account for amounts due to or from Customer in connection with this Schedule and the Service Terms. Bank will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Networks or Customer's bank.
- (c) Unless otherwise agreed, the dollar amount payable to Customer for Customer's Transactions will be equal to the amount submitted by Customer in connection with Customer's sale Transactions, minus the sum of amounts due from Customer, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event Bank fails to withhold any such amounts from Customer's Transaction proceeds, Bank may debit Customer's Settlement Account for such amounts.
- (d) If Bank fails to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from Customer under these terms, Bank may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to Bank of a sufficient amount to cover the negative balance; and, (v) pursue any remedies Bank may have at law or in equity.

### 4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

- (a) The National Automated Clearing House Association ("**NACHA**") Operating Rules ("**NACHA Rules**") are the applicable Network Rules governing Customer's ACH Transactions. Customer is responsible for complying with the NACHA Rules as set forth in Section 1 of this Schedule. As the originating depository financial institution, Bank will originate and process Customer's ACH Transactions (the "**ODFI**", as that term is further defined in the NACHA Rules), and Bank retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend Customer's right to originate ACH Transactions, or to audit Customer's compliance with the NACHA Rules.
- (b) Any credit made to a Counterparty's account as a result of an ACH Transaction originated by Customer (e.g., an issuance of a refund) is provisional until the Counterparty's receiving depository financial institution (the "**RDFI**", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from the Counterparty, and the Counterparty will not be deemed to have been paid by Customer.



- (c) Customer represents and warrants that: (i) each ACH Transaction Customer originates will comply with all applicable laws and NACHA Rules; (ii) Customer will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through Customer's account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Counterparty will be authorized by the Counterparty in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) Customer will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Counterparty's account, and will make copies thereof available to us upon request; and, (v) Customer hereby makes to us, and certify compliance with, all warranties that Bank makes, or is deemed to make, under the NACHA Rules, in connection with any ACH Transaction Customer originates.

## **5. Safeguarding Account Information; Security Standards.**

- (a) **Customer** represents to Bank that Customer does not have access to any Account Information (such as the Counterparty's primary account number, expiration date, security code or personal identification number) and Customer will not request access to such Card information from Bank. In the event that Customer does happen to receive Account Information in connection with the processing services provided by Bank, Customer agrees that Customer will not use it for any fraudulent purpose or in violation of any Network Rules or applicable law and Customer will comply with all applicable Network Rules and Security Standards. Customer also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent Customer does have access to Transactions and Account Information, Customer must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. Customer shall exercise reasonable care to prevent use or disclosure of Transactions or Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time Customer determines or suspects that Transactions or Account Information have been compromised, Customer must notify Bank immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as we otherwise reasonably deem necessary. Customer further agrees to provide Bank, upon request, with information related to Customer's compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by Bank.
- (b) **Customer** acknowledges that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event Bank incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, Customer shall reimburse Bank immediately for all such amounts. Furthermore, if any Network requires a forensic examination of Customer or any of Customer's agents, business partners, contractors, or subcontractors due to a Data Compromise Event, Customer agrees to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that Bank engage an examiner on Customer's behalf in order to expedite the investigation of the Data Compromise Event. Customer agrees to pay for all costs and expenses related to any required forensic examination.

## **6. Taxes, Merchant Taxpayer Certification and Bank's Reporting Obligations.**

Upon request from time to time, Customer shall provide Bank with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Customer shall promptly notify Bank if there are any changes in this information. Bank may deduct withholding taxes, if any, from proceeds payable to Customer or any entity that is a party to this Schedule where required under applicable law. Bank may, in accordance with applicable law and from time to time during the term of this Service Terms, request Customer to recertify its taxpayer certification hereunder. Furthermore, Customer shall be responsible for any penalties related to Bank's reporting obligations hereunder to the extent such penalties accrue based on the actions or inactions of Customer despite reasonable notice from Bank.

Customer agrees to pay and are responsible for all sales, use, excise, goods and services, value-added and like taxes, which are imposed on the provision of sale or lease of any equipment, supplies, intellectual property or services under this Schedule. If Customer is required by law to deduct or withhold and pay withholding or other taxes ("Taxes") on Bank's behalf with respect to any amounts payable during the term of this Schedule, Customer will pay such additional amounts (the "Additional Amounts") as may be necessary so that the net amount received by Bank (including Additional Amounts) after such withholding or deduction will not be less than the amount that Bank would have received if such Taxes had not been withheld or deducted. Customer will also make such withholding or deduction, and remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. Bank may deduct withholding taxes, if any, from proceeds payable to Customer or any entity that is a party to this Schedule where required under applicable law.

## **7. Amendments and Updates.**

Bank reserves the right to update or amend this Schedule from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, Bank will provide Customer with the changes, or with an updated copy of this Schedule, and Customer's continued use of Bank's processing services after Customer's receipt of such changes shall constitute Customer's agreement to comply with the Schedule as so amended.

## **8. Confidentiality of SOC-1; Letter of Compliance.**

The following information shall be deemed Bank's confidential information: (i) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by Bank;; (ii) any attestation of compliance or similar letter or report provided by Bank with respect to Bank's compliance with the Security Standards. Customer will not disclose, transmit or otherwise disseminate in any manner whatsoever any such confidential information provided by Bank to any third party.



## 9. Definitions.

- (a) **"Account Information"** is information related to a Counterparty or the Counterparty's Card or any bank account, depository account, or other account maintained by the Counterparty, and that is obtained by Customer or Bank from the Counterparty's Card or any check provided by the Counterparty, or that is otherwise obtained by Customer from the Counterparty in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Counterparty's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) **"ACH"** means Automated Clearing House.
- (c) **"ACH Transaction"** means Customer's Transactions using ECP that utilize the ACH network, including, without limitation, those with Standard Entry Class codes ARC, TEL and WEB.
- (d) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Counterparty and a Network, or representatives or members of a Card Network that Customer accepts from Counterparties as payment for goods or services.
- (e) **"Chargeback"** is a rejection, reversal or return of a Transaction previously presented to Bank, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (f) **"Convenience Fee"** is a charge to a Counterparty for the convenience of using the payment channel offered by Customer through the Digital Bill Payment Service.
- (g) **"Counterparty"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with Customer relating to a Transaction.
- (h) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by Bank, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (j) **"Network"** is any payment method provider whose payment method is accepted by Customer from Counterparties and which is accepted by Bank for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes: (i) NACHA with respect to ACH Transactions, and (ii) any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry Customer previously presented to Bank, as permitted and governed by the applicable Network Rules.
- (n) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) **"Surcharge"** is a fee added to a payment amount by a merchant for credit card only transactions. This fee is not applicable to Debit Cards. The fee can be a fixed or variable amount. A surcharge can be applied to card present or card not present transactions. The fee must be added to the principal amount of the transaction and collected in one transaction.
- (p) **"Transaction"** is a transaction conducted between a Counterparty and Customer utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by Customer (either directly or through us). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to us to initiate or evidence a Transaction.
- (q) **"Transaction Receipt"** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Counterparty.

**EXHIBIT B-1**  
**SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for the Digital Bill Payment services as described in this Exhibit B-1 – Schedule of Fees for Digital Bill Payment Services. Contractor will provide an invoice in a format approved by the City and subject to verification and approval by the City, for services performed during the preceding month. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

## Exhibit B-1

### DIGITAL BILL PAYMENT FEES

CITY OF SANTA CLARA



J.P.Morgan

Delivered to: City of Santa Clara
Industry: Government-City
ACH/eCheck: TBD
Debit/Credit Card/Digital Wallet: Community Development -11,400 transactions for \$22,500,00   Fire Prevention- TBD   Police Dept- 600 transactions for \$80,000   Finance Municipal Services- 8,900 transactions for \$5,600,000   Finance Municipal Services In-person (Utilities)- 4,800 transactions for \$1,7000,000   Library Fees- 350 transactions for \$12,000
Average Payment Amount: Community Development - \$2,000   Fire Prevention- TBD   Police Dept- \$133   Finance Municipal Services (Business Licenses & Transient Occupancy Tax)- \$704   Finance Municipal Services In-person -\$354  Library Fees- \$34

## Digital Bill Payment

### Powered by the Paymentus Instant Payment Network (IPN®)

(Checkbox indicates service/feature is included)

✓	<b>Online Quick Pay</b> Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.	✓	<b>Agent Dashboard/Staff Portal</b> Single point of access to view real-time transactions and analytics, manage notifications, take payments, cashing, cash management and more.
✓	<b>Customer Portal</b> Full service for registered users to make payments, link accounts, manage wallets and preferences, and recurring payments. Hosted, IFrame, API, and SSO options.	✓	<b>Payment Processing Services</b> PCI and NACHA compliant. Secure real-time data with streamlined funding and simplified reconciliation for all payment types and channels.
✓	<b>IVR/Automated Phone Payments</b> Multilingual Interactive Voice Response lets customers hear their balance and make payments quickly and easily.	✓	<b>eBills &amp; Paper Suppression</b> You can opt in or out of paper bills. Bill notifications and bill image support are available. There is also an option for a secure PDF sent via email.
✓	<b>Pay-by-Text</b> Automated interactions via text to make payments in a secure environment.	✓	<b>Secure Service® Payments</b> Patented technology for CSRs to capture payments in a PCI-compliant session.
✓	<b>Outbound Customer Notifications</b> Deliver reminders and other critical notifications by email, text, and phone.	✓	<b>Advanced Payments</b> PayPal, PayPal Credit, Venmo, Apple Pay, Google Pay, and Amazon Pay (utilities only) payment options.
✓	<b>ChatBot Payments &amp; Information</b> Artificial intelligence and machine learning improve the speed and quality of FAQ and payment interactions.	✓	<b>Payments at Retail Locations</b> Customers can pay their bills at a growing list of stores - Walmart, CVS, Walgreens, and more (consumer or biller fees apply).
✓	<b>In-Person Payments</b> Options for kiosks and over-the-counter/POS payments with EMV devices.		



## Pricing Description & Model – Government (Non-Utility) Payments & Payer Funded

Setup & Implementation Fees	\$0.00
Annual Subscription Fees	\$0.00
Annual Support & Maintenance Fees	\$0.00
Gateway Fees/NACHA/PCI Compliance Fees	\$0.00
Per Item Transaction Fees for Debit/Credit Card & Digital Wallets (includes all fees of interchange, assessments, authorizations, gateway, and technology costs, no other fees apply and all are available for earnings credit discounts)	2.65% per transaction
<ul style="list-style-type: none"> <li>Includes Auto-Updater</li> </ul>	
Per Item Transaction Fees for eChecks/ACH (Payer Funded or Biller Funded/Absorbed)	\$1.00
<ul style="list-style-type: none"> <li>Includes Account Validation Services</li> </ul>	
Chargebacks and returned checks per item	\$9.95 each

- Per Item Transaction Fees includes all fees of interchange, assessments, authorizations, gateway, and technology costs, no other fees apply and all are available for earnings credit discounts.
- Per Item Transaction Fees for Card and Digital Wallets includes Auto-Updater
- Per Item Transactions Fees for eChecks/ACH includes Account Validation Services
- The average payment amount: Community Development - \$2,000 | Fire Prevention- TBD | Police Dept- \$133 | Finance Municipal Services (Business Licenses & Transient Occupancy Tax)- \$704 | Finance Municipal Services In-person - \$354 | Library Fees- \$34. There is a minimum fee of \$0.01 for non-ACH payments, and a Maximum payment amount for Cards is \$100,000.00 and \$500,000.00 for ACH. Minimum payment amount for ACH and Card is \$5.00. Multiple payments can be made. Additional limits can be reviewed.
- Kiosk, and Bill print pricing are available upon request.
- Earnings credit applies to all costs, including technology and processing fees
- All Biller-Funded fees will be charged through J.P. Morgan Chase Account Analysis via Service Code 8831– Digital Bill Payment Monthly Charge.
- Volumes listed in the proposal are expected with the proposed price. JPMC reserves the right to adjust pricing if volumes are not met or assumptions are incorrect.
- POS pricing is per device. Note: taxes to be added based on shipping location. If wireless is used a data plan will need to be provided.



**Name:** Lane3000 Standard Terminal

**Price:** \$539 per device



**Name:** Lane7000 Standard Terminal

**Price:** \$760 per device



**Name:** Link2500

**Price:** \$464 per device

**Accessories (Optional):**

Car Charger: \$32.55 & Holster: \$31.50

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