



The Purchasing Memo

Date: December 11, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Nancy Jimenez, Utility Billing and Administration Division Director NLJ  
NLJ

Via: Jesse Roach, Interim Public Utility Department Director JR  
Jesse Roach

Subject: Amendment No. 6

Vendor Name: Paymentus Corporation

Munis Vendor Number: 9633

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of Amendment #6 to Contract 3203728 with Paymentus Corporation for Merchant Service monthly subscription fee and monthly back charges fees for returned payments and customer disputes Amendment No.6 increases the amount of compensation by \$153,000 excluding tax for a total compensation of \$377,000 excluding tax and extends the term for 9 months.

CONTRACT NUMBER:

Munis contract number is 3203728

BACKGROUND AND SUMMARY:

The City of Santa Fe is still under the exclusive clause with Wells Fargo's Merchant services. Therefore, this monthly subscription fee must be paid to paymentus for the services they provide to our utility account customers to make their payments through Paymentus online.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY/ 511

Munis Org Name/Number: CashierUtl/ 5110354

Munis Object Name/Number: Bank Chrgs/ 561750

Budget Officer / Designee: Andy Hopkins Date: 12/19/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

#18-0758 #1 Master Service agreement approved 06/27/2018 RFP 21/32/P Munis Contract 3203728 expires on 06/30/2026

Chief Procurement Officer (CPO)/Designee:  Date: 01/08/2026

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

- Procurement document: GSA Master Agreement
- Certificate of Liability Insurance (COI)
- Original contract packet

## AMENDMENT NO. 6 TO MASTER SERVICES AGREEMENT

This Amendment No. 6 ("Amendment") amends the Master Services Agreement effective as March 23, 2017, which was modified by Amending Agreement dated October 31, 2017, Amendment No. 2 dated July 20, 2018, Amendment No. 3 dated December 5, 2022, Amendment No. 4 dated September 10, 2023 and Amendment No. 5 dated June 27, 2024 (collectively the "Agreement") between City of Santa Fe, a New Mexico ("Client") with a principal place of business located at 801 W San Mateo, Santa Fe, NM 87505 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment is effective at the time of the last to sign of the Parties ("Amendment Effective Date").

### STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services; The Parties agree to amend the Agreement to extend the term to March 23, 2027.

### AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Amendment Effective Date as follows:

1.1 The Parties agree to extend the term ("Term") of the Agreement to March 23, 2027.

2. Miscellaneous:

2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

#### CITY OF SANTA FE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### PAYMENTUS CORPORATION

By: Peter Fanous \_\_\_\_\_

Printed Name: Peter Fanous \_\_\_\_\_

Title: SVP \_\_\_\_\_

Date: Dec 16, 2025 \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Marcos Martínez*

Marcos Martínez (Dec 16, 2025 10:12:42 MST)

MARCOS MARTÍNEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_

\_\_\_\_\_, FINANCE DIRECTOR



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

10/28/2025

## 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 Santa Fe (NM) ("Client") with its principal place of business 801 W San Mateo Santa Fe, NM 87505 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 60 days from issue date.

## PROJECT DESCRIPTION

Client is requesting to move CIS to AUS and will be adding Real Time CIF (RT CIF) and Payment Notifications (RT PNS) for TLA SFUP.

Item	Detail	Amount
Adding RT CIF and PNS with AUS	<p>TLA: SFUP</p> <ul style="list-style-type: none"> <li>• <b>Payment type:</b> Utility Bill</li> <li>• Paymentus to establish Real Time CIF connection with AUS</li> <li>• Paymentus to configure a Real Time Payment Notification to AUS</li> <li>• Paymentus to implement Standard Customer Information File (CIF)               <ul style="list-style-type: none"> <li>○ AUS to provide standard CIF</li> </ul> </li> <li>• Paymentus to generate Standard Posting File to facilitate payment posting via SFTP</li> <li>• Paymentus to support with ECM Custom Content audience files</li> <li>• Paymentus will run an Account Number conversion               <ul style="list-style-type: none"> <li>○ Current Account Number pattern is 8 digits</li> <li>○ New Account Number will be 6 digits (ref number in AUS)</li> <li>○ Client/AUS to provide Paymentus with an excel file that contains all customers current Account Numbers and new Account Numbers</li> </ul> </li> <li>• Paymentus to facilitate UAT testing</li> <li>• Paymentus to provide production planning &amp; deployment to PROD</li> </ul>	\$7,750.00
<b>Total Due</b>	Paymentus to waive full implementation cost.	<b>\$0.00</b>

CONFIDENTIAL AND PROPRIETARY

Paymentus Legal | Revised 6.29.22

## 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
- The client is required to sign off on UAT testing by performing and validating test payments and completing the Paymentus UAT Checklist. Once the UAT checklist is provided to the Client by Paymentus, the Client will have 3 weeks to complete the testing and checklist and notify Paymentus of any issues. Within 3 days of notification by Paymentus that the system is available for retesting the Client will have 3 days to retest. Upon completion of retesting and Client has not reported any issues, Client has 5 days to sign off on UAT. If sign-off is not received within this timeframe, we reserve the right to place the project on hold.

## 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.

## 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](mailto:customercare@paymentus.com) or [800-420-1663](tel:8004201663).

## ESCALATION APPROACH

### Paymentus

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

### Client

Escalation Level 1	Escalation Level 2
<b>Nancy Jimenez</b> Utilities Director	<b>Carla Monroe</b> Program Manager
Email: <a href="mailto:njimenez@santafenm.gov">njimenez@santafenm.gov</a> Phone: (505) 955-4364	Email: <a href="mailto:cdmonroe@santafenm.gov">cdmonroe@santafenm.gov</a> Phone: (505) 504-8240

### Client Testers

Tester 1	Tester 2
<b>Nancy Jimenez</b> Utilities Director	<b>Caleb Monroe</b> Testing Manager
Email: <a href="mailto:njimenez@santafenm.gov">njimenez@santafenm.gov</a> Phone: (505) 955-4364	Email: <a href="mailto:cnmonroe@santafenm.gov">cnmonroe@santafenm.gov</a> Phone: (404) 590-1445

CONFIDENTIAL AND PROPRIETARY

Paymentus Legal | Revised 6.29.22



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

**Authorized Client Representative**

**Paymentus Corporation**

Signature:

Signature: *Peter Fanous*

Printed Name:

Printed Name: **Peter Fanous**

Title:

Title: **Senior VP, Mid Markets**

Date:

Date: Dec 16, 2025

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Marcos Martínez*

Marcos Martínez [Dec 16, 2025 10:12:42 MST]

MARCOS MARTÍNEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*BRIAN MOYA*

Chief Brian Moya, Interim City Manager

signing on behalf of \_\_\_\_\_

\_\_\_\_\_, FINANCE DIRECTOR

CONFIDENTIAL AND PROPRIETARY

Paymentus Legal | Revised 6.29.22



## DESCRIPTIONS (Continued from Page 1)

WC Policy Limit: \$1,000,000  
WC Each Employee Limit: \$1,000,000

**Primary Crime Coverage:**

Carrier: Federal Insurance Company  
Policy # J06028525  
Effective: 08/09/2025 to 08/09/2026

Client Theft: \$10,000,000  
On Premises: \$10,000,000  
In Transit: \$10,000,000  
Computer System Fraud: \$10,000,000  
Social Engineering Fraud Coverage \$250K  
Retention: \$100K

**Excess Crime Coverage**

Carrier: Great American Insurance Company  
Policy #23646737  
Effective: 08/09/2025 to 08/09/2026

\$20,000,000 XS if \$10,000,000

Sub-Limit Social Engineering Fraud: \$250,000 XS of \$250K with \$100K Retention



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	<b>CONTACT NAME:</b> Martha Szmajda	
	<b>PHONE (A/C, No. Ext):</b> 201-845-6600	<b>FAX (A/C, No.):</b>
<b>E-MAIL ADDRESS:</b> Martha.Szmajda@MarshMMA.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> AIG Specialty Insurance Company		26883
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** PAYMENTUS  
 Paymentus Holdings, Inc  
 11605 North Community House Rd Ste 300  
 Charlotte NC 28277

**COVERAGES**

CERTIFICATE NUMBER: 1698193474

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech Professional (E&O) and Cyber		025816367	8/9/2025	8/9/2026	\$10,000,000 \$10,000,000 Per Occ Annual Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer B:  
 Excess  
 Carrier: Columbia Casualty Company  
 NAIC: 31127  
 Policy Number: 652024674  
 Policy Dates: 8-9-2025 - 8-9-2026  
 Policy Limits: \$10,000,000 XS \$10,000,000

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe (NM)  
 200 Lincoln Ave  
 Santa Fe NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE


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# Memo

**Date:** March 25, 2024

**To:** Governing Body  
Finance Committee  
Public Utility/Public Works Committee

**Via:** John Dupuis, Public Utility Department Director 

**From:** Nancy Jimenez, Utility Billing Division Director 

**Item and Issue:**

Request for approval of Amendment #5 in the amount of \$105,000.00 for Merchant Service monthly subscription fee through June 2026; Paymentus; (Nancy Jimenez, [nljimenez@santafenm.gov](mailto:nljimenez@santafenm.gov), 505-955-4364)

**Background/Summary:**

The Utility Billing is respectfully asking to amend the Paymentus contract to modify the monthly charges back to the monthly service charge of \$7,000 for the utility account payment's monthly subscription fee.

The City of Santa Fe is still under the exclusivity clause with Wells Fargo's Merchant services. Therefore, this monthly subscription fee must be paid to Paymentus for the services they provide to our utility account customers to make their utility payments through Paymentus online.

**Contract number:**

Munis contract number is 3203728.

**Funding Source:**

Fund Name/Number: Utility/511  
Munis Org Name/Number: Cashier Utility/5110354  
Munis Object Name/Number: Bank Charges/561750

**Requested Action:**

Public Utilities Respectfully requests your review and approval.



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203728 Procurement # (RFP/ITB# If any): RFP 21|32|P

Contractor: Paymentus

Procurement Method/Vehicle Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: Master Service Agreement Electronic Bill Payment

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: 3/31/17 Term End Date: 6/30/25 Total Contract Amount: \_\_\_\_\_

Approved by Council (If over the City Manager's approval threshold you must go through GB) \_\_\_\_\_

Contract / Lease:

1.b Amendment #: 5 to the Original Contract/Lease # 3203728

Increase/(Decrease) Amount \$: \$105,000

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: Pending

Amendment is for: \_\_\_\_\_

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

- # 18-0758 #1 Master Service Agreement Comp & term apprd 6/27/18
- # 2 - Schedule A - amendment signed by Finance Director 10/27/17
- # 3 - decrease monthly charge amount for FY 24 & FY 25 extend term.
- # 4 - Paymentus agreed to waive \$19k with amend. approved by CM 9/10/23

### 3. Procurement History:

Jordan Lavato Montano May 22, 2024  
 Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions Increasing Comp

4. Funding Source: Utilities | 511 Org / Object: 5110354 | 501750  
Andy Hopkins May 22, 2024

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: \_\_\_\_\_

### 5. Grant History (if applicable):

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: Jessica Chaney L. MacAllister Phone #: 505.819.8411

To be recorded by City Clerk: \_\_\_\_\_  
 Clerk # \_\_\_\_\_ Email: JChaney@santafenm.gov

Date of Execution: \_\_\_\_\_ Immacallister@santafenm.gov

ITT Representative (attesting that all information is reviewed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Paymentus  
 Procurement/contract Title: Master Service Agreement  
 Procurement Method/Vehicle:  Sole Source  State Price Agreement/Existing   
 Cooperative  Request For Proposals (RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98  
 Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

Requesting Department: Utilities Billing Staff Name: Nancy Jiminez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Nancy Jiminez  
 Department Point of Contact

Utility Billing  
 Director Title 3/20/24  
 Date

John O. Luis (Apr 5, 2024 16:49 MDT)  
 Department Director

\_\_\_\_\_  
 Date  
 May 22, 2024

JoAnn Lovato Montano  
 Chief Procurement Officer

\_\_\_\_\_  
 Date

ITT Representative

\_\_\_\_\_  
 Title Date



11605 North Community House Road, Suite 300  
Charlotte, NC 28277

Munis #3203728

**AMENDMENT NO. 5  
TO MASTER SERVICES AGREEMENT EFFECTIVE 3/23/2017.**

This Amendment No. 5 ("Amendment ") amends the Master Services Agreement (the "MSA") effective as of March 23, 2017, which was modified by Amendment Agreement on October 31, 2017, Amendment No. 2 on July 20, 2018 , Amendment No. 3 on December 5, 2022, and Amendment No. 4 on Sept 10, 2023 (collectively the "Agreement") between City of Santa Fe ("Client") with a principal place of business located at 801 W San Mateo Santa Fe, NM 87505, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business 11605 North Community House Road, Suite 300, Charlotte, NC 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment is effective at the time of the last to sign of the Parties.

**STATEMENT OF PURPOSE**

Client and Paymentus entered into the Agreement for electronic bill payment services.

The Parties agree to modify the Paymentus Fee Schedule to reinstate the Absorbed Fee model as a technology gateway with monthly subscription fee.

**AGREEMENT**

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

- 1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment as follows:
  - 1.1 Schedule A - Paymentus Service Fee Schedule ("Schedule A") of the Agreement is hereby deleted and the new Schedule A following is substituted in lieu thereof.
- 2. **Miscellaneous:**
  - 2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.
  - 2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.
  - 2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

**CITY OF SANTA FE**

**PAYMENTUS CORPORATION**

By: SFF CITY OF SANTA FE SIGNATURE PAGE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



11605 North Community House Road, Suite 300  
Charlotte, NC 28277

### Schedule A – Paymentus Service Fee Schedule

The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

<b>Absorbed Fee Model – Technology Gateway</b>
<b>Residential Utility Payments</b> <ul style="list-style-type: none"><li>• Average Bill Amount: \$100</li><li>• Monthly Subscription Fee: \$7,000</li></ul>
<b>Paymentus Service Fee per Transaction:</b> <ul style="list-style-type: none"><li>• Credit/Debit Card: \$0 (Visa, MasterCard, Discover Discount Utility Rate Program)</li><li>• ACH/eCheck: \$0</li></ul>

The merchant agreement with Paymentus and Chase will be utilized for eCheck transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscription fee is for the use of Paymentus platform technology.

Monthly subscription fee includes unlimited ACH/eCheck transactions.

**Note:**

- Maximum Amount per Payment is \$10,000.00 with a minimum of \$5.00. Multiple payments may be made.
- Paymentus may apply different limits per transactions for user adoption or to mitigate risks
- Pricing is subject to change per entity as needed and will be written in the amendments.
- Chargebacks and returned checks will be billed at \$9.95 per item.

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Amendment 5 as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:


  
Alan Webber (Jun 27, 2024 12:16 MDT)  
ALAN WEBBER, MAYOR

  
PETER FANOUS SR, VP OF MID MARKETS

DATE: Jun 27, 2024

DATE: Mar 25, 2024

ATTEST:

  
GERALYN CARDENAS, *XIV*  
INTERIM CITY CLERK  
GB MTG 06/26/2024

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Mar 13, 2024 09:29 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY OSTER, FINANCE DIRECTOR



11605 North Community House Road, Suite 300  
 Charlotte, NC 28277  
 888-440-4626

07/07/2023

Amendment No. 4

TO MASTER SERVICES AGREEMENT EFFECTIVE 3/23/2017.

### 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 Santa Fe ("Client") with its principal place of business 801 W San Mateo Santa Fe, NM 87505 Paymentus Corporation 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 60 days from issue date.

#### PROJECT DESCRIPTION

Paymentus will configure and implement an integration with SilverBlaze/Advanced Utility Systems for City of Santa Fe.

Item	Detail	Amount
SilverBlaze/ Advanced Utility Systems Integration	<p>Paymentus standard SilverBlaze/Advanced Utility Systems integration: Paymentus will integrate with SilverBlaze and Advanced Utility Systems via Paymentus API to allow customers to make and manage their payment options via the SilverBlaze portal.</p> <p>The following payment options will be available:</p> <ol style="list-style-type: none"> <li>1. Enrolled one-time payments via Web UI</li> <li>2. Guest one-time payments via Web UI</li> <li>3. Recurring payments via Web UI</li> <li>4. Wallet management</li> <li>5. One-time payments via Phone</li> </ol> <p>Paymentus will configure the following:</p> <ol style="list-style-type: none"> <li>1. TLA: SFUP</li> <li>2. MID: A new Merchant ID will be created and utilized.</li> <li>3. Payment Type: Utility</li> </ol>	\$19,000

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688-440-4826

	<ol style="list-style-type: none"><li>4. <b>Payment Methods:</b><ol style="list-style-type: none"><li>a. Credit: Visa, Mastercard, Discover, Amex</li><li>b. Debit: Visa, Mastercard</li><li>c. eCheck</li></ol></li><li>5. <b>Customer Portal:</b> To be enabled.</li><li>6. <b>IVR:</b> To be enabled in English. Custom voice prompts will be required.</li><li>7. <b>Autopay:</b> To be enabled. Autopay schedules do not currently exist in Paymentus and will be imported via a schedule loader from Advanced Utility Systems</li><li>8. <b>Real-time customer lookup</b> will be configured - confirm this functionality works with Advanced Utility Systems or if we will need a customer information file</li><li>9. <b>Payment Notification Service (PNS):</b> The post back URL will be provisioned and payments will be posted back to</li><li>10. <b>SFTP</b> will be set up for the daily posting file to be made available to Client. Paymentus will coordinate with client on the configuration. The daily posting file will also be available through the Agent Dashboard portal.</li></ol>	
<b>Total Due</b>	Paymentus to waive \$19,000 cost	\$0.00

Paymentus has agreed to waive the total cost of \$19,000 associated with this request.

#### PAYMENTUS RESPONSIBILITIES

- o Manage the efforts of the Paymentus staff and coordinate Paymentus activities with the Customer's Project Manager.
- o Provide Customer with one (1) production and one (1) UAT (User Acceptance Testing) environment.
- o Coordinate and perform the configuration of the Paymentus solution as described above.
- o Define the project schedule in consultation with the Customer's Project Manager and resolve deviations from the Project Schedule, if any.
- o Provide timely responses to critical issues raised by the Customer's Project Manager



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- Provide integration guide and recommendation for optimal solution ex: standard Paymentus CIF file
- <<<Above are examples>>

#### CUSTOMER 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 Customer holds the primary relationship.
- Ensure network connectivity.
- Testing of the solution and reporting of any deviation.
- Signoff on UAT and GO Live confirming completion of all testing activities.
- <<<Above are examples>>

#### ASSUMPTIONS

Customer and/or Development Partner/Vendor understands that any delay in response can/will impact project timelines.

Customer will schedule meetings with the Development Partner/Vendor and Customer will stay engaged through project warranty.

Non-standard changes (i.e. custom development) must follow Paymentus release calendar.

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Charlotte, NC 28277  
888-440-4826

### ESCALATION APPROACH

#### PAYMENTUS

Escalation Level 1	Escalation Level 2	Escalation Level 3
TBD upon project kickoff Project Manager  Email: TBD Phone: TBD	Patricia Mironowicz Director, Client Services  Email: <a href="mailto:pmironowicz@paymentus.com">pmironowicz@paymentus.com</a> Phone: 800-205-9091	Lori Hogg Vice President, Customer Support  Email: <a href="mailto:lhogg@paymentus.com">lhogg@paymentus.com</a> Phone: 800-205-9091

#### City of Santa Fe

Escalation Level 1	Escalation Level 2
Nancy Jimenez Utility Billing Division Director  Email: <a href="mailto:njimenez@cityofsantafe.org">njimenez@cityofsantafe.org</a> Phone: 505 955-4364	Stephen Morales Senior Financial Analyst  Email: <a href="mailto:smorales@cityofsantafe.org">smorales@cityofsantafe.org</a> Phone: 505 955-4209

#### Out of Scope:

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

#### Post Deployment Assumptions:

- Any customer concerns or changes post deployment (Production) will be directed to the Paymentus Customer Care team at [customer-care@paymentus.com](mailto:customer-care@paymentus.com) or 800-240-1663.

#### Authorized Customer Representative

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### PAYMENTUS CORPORATION

Signature: Peter Farnous

Printed Name: Peter Farnous

Title: Senior VP, Mid Markets

Date: 8/15/2023

CITY OF SANTA FE:

CONTRACTOR:

Paymentus, Corporation

John Blair  
John Blair (Sep 10, 2023 12:41 PM)  
JOHN BLAIR, CITY MANAGER

Peter Fanous  
NAME

DATE: Sep 10, 2023

DATE: 8/15/2023

ATTEST:  
Kristine Mihelcic  
KRISTINE BUSTOS MIHELICIC,  
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marissa Martinez  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Sep 7, 2023 17:03 MDT)  
EMILY OSTER, FINANCE DIRECTOR



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

ITEM #22-0566

Munis # 3203728

**AMENDMENT NO. 3  
TO MASTER SERVICES AGREEMENT EFFECTIVE 3/23/2017.**

This Amendment No. 3 ("Amendment 3") amends the Master Services Agreement effective as of March 23, 2017, which was modified by Amendment effective date October 31, 2017, and Amendment No. 2 effective date July 20, 2018 (collectively the "Agreement") between City of Santa Fe ("Client") with a principal place of business located at 801 W San Mateo Santa Fe, NM 87505, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business 11605 North Community House Road, Suite 300, Charlotte, NC 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 3 is effective at the time both Parties have signed Amendment No. 3.

**STATEMENT OF PURPOSE**

Client and Paymentus entered into the Agreement for electronic bill payment services.

The Parties desire to amend the Agreement in the following ways

- o Renew the contract term period
- o Update Schedule A of Agreement to include additional Paymentus Services to Client subsidiaries and modify Paymentus Fees
- o Include integration with Advanced Utility Services and Silverblaze

**AGREEMENT**

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment No. 3 as follows:

1.1 Schedule A (Paymentus Service Fee Schedule) of the Agreement is hereby deleted and the new Schedule A following is substituted in lieu thereof.

1.2 The parties desire to establish a direct payment processing relationship between the parties. The following language is hereby deleted from Schedule A:

- a) "The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscription fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing per transaction using Chase merchant services."

1.3 The parties desire to amend Schedule A of the Agreement to remove the Monthly Subscription fee of \$7,000.00 in accordance with section 1.2 above

1.4 The parties desire to amend Schedule A of the Agreement to include digital wallet payment options including PayPal, PayPal Credit, Venmo, Amazon, Alexa, and Walmart Pay

1.5 The Parties desire to amend the Agreement to replace section 5 of the Master Services Agreement to extend the contract term through June 30, 2025. Agreement shall be renewable for additional successive twelve (12) month auto-renewal term periods. In no event, shall the term exceed the time allowed by NMSA13-1-150.



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1.6 Paymentus agrees to provide Client with no-cost Integrations to Advanced Utility Systems and Silverblaze

2. Miscellaneous:

2.1 This Amendment No. 3 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No.3 remain in full force and effect.

2.3 This Amendment No. 3 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No.3 to be executed by their duly authorized representatives.

Client

By: \_\_\_\_\_ See next page \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PAYMENTUS CORPORATION

By:  \_\_\_\_\_

Printed Name: Peter Fanous

Title: Senior Vice President

Date: October 13, 2022

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Dec 5, 2022

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK   
Special GB MTG 11/30/2022

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 5, 2022 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:



Emily K. Oster (Dec 2, 2022 17:44 MST)

EMILY OSTER, FINANCE DIRECTOR

5110351.510310   
Org/Obj AM

ITEM # 18-0758

**AMENDING AGREEMENT**

Customer:	City of Santa Fe
Customer Address:	200 Lincoln Ave. Santa Fe, NM 87504
Contact for Notices to Customer:	Caryn Fiorina

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

**WHEREAS:**

A - The parties entered into a Master Services Agreement originally dated March 23, 2017 and Amending Agreements dated October 31, 2017.

B - The parties now wish to amend Schedule A to increase the maximum payment amount from \$500.00 to \$10,000.00.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for Schedule A as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

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

Customer:

By: \_\_\_\_\_ *[Signature]*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Paymentus:

By: \_\_\_\_\_ *[Signature]*

Name: \_\_\_\_\_ *[Signature]*

Title: \_\_\_\_\_ *[Signature]*

Date: \_\_\_\_\_ *7/20/18*

## Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the End User will be based on the following table:

Absorbed Fee Model	
<b>Residential Utility Payments</b>	
<input type="checkbox"/> Average Bill Amount:	\$100.00
<input type="checkbox"/> Monthly Subscription Fee:	\$7,000.00
Paymentus Service Fee per qualified utility rate transaction:	
<input type="checkbox"/> Credit/Debit Card	\$0 (Visa®, MasterCard®, Discover® Discount Utility Rate Program)
<input type="checkbox"/> Ach/e-Check	\$0
Paymentus Service Fee per Non-qualified transactions (Non-qualified transactions applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions).	
<input type="checkbox"/> Credit/Debit Card	\$0 (Visa®, MasterCard®, Discover® Discount Utility Rate Program)
<input type="checkbox"/> Ach/e-Check	\$0

Note: Maximum payment amount for Utility payments will be set at \$10,000.00 per transaction, with a minimum of \$5. A chargeback of \$9.95 on e-checks only applies per chargeback.

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

Monthly subscription fee of \$7,000.00 includes unlimited e-checks transactions.

The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscriptions fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing of per transaction using chase merchant services.

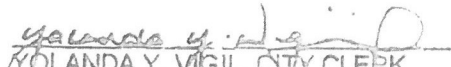
Paymentus Amending Agreement

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

DATE: 7/5/18

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
CC mtg. 6/27/18

APPROVED AS TO FORM:

 5/17  
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 7-3-18  
BRAD FUTSEL  
INTERIM FINANCE DIRECTOR

Business Unit/Line Item

## AMENDING AGREEMENT

Customer:	City of Santa Fe
Customer Address:	200 Lincoln Avenue, Santa Fe NM, 87504
Contact for Notices to Customer:	Caryn Fiorina

This Amending Agreement is entered into as of October 18, 2017, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement dated March 23, 2017

B - The parties now wish to amend the Schedule A of the Master Services Agreement to Paymentus Service Fees.

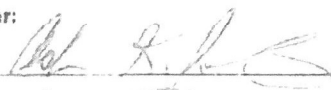
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Schedule A of Master Services Agreement will be amended per Schedule A attached with this Amending Agreement.

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

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

Customer:

By: 

Name: Adam Johnson

Title: Finance Director

Date: 10/27/17

Paymentus:

By: 

Name: Jerry Portocalis

Title: Senior Vice President

Date: October 31, 2017



### Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on one of the following table

Absorbed Fee Model	
1) Residential Utility Average Bill Amount	\$100.00
2) Monthly Subscription Fee:	\$7,000.00 Billable upon go live
3) Paymentus Service Fee per qualified utility rate transaction	
• Credit/Debit Card	\$ 0 (Visa, MasterCard, Discover, Amex Utility Rate)
• ACH/ eCheck	\$ 0
4) Paymentus Service Fee per Non-qualified transaction (Non-qualified transaction applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions)	
• Credit/Debit Card	0% (Visa, MasterCard, Discover, Amex)
• ACH/eCheck	\$ 0

Note: A chargeback fee of \$9.95 on e-checks only applies per chargeback.

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

Monthly subscription fee of \$7,000.00 includes unlimited e-check transactions.

The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscription fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing of per transaction using Chase merchant services.

# Paymentus

## MASTER SERVICES AGREEMENT

Client	Postal Pros delivered to the City of Santa Fe NM
Client Address:	200 Lincoln Avenue, Santa Fe NM, 87504
Contact for Notices to Client:	Caryn Fiorina
Estimated Yearly Bills / Invoices:	408,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Client ("Client") identified above and **Postal Pros (delivered to the City of Santa Fe, NM)**, and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

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

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

- Schedule A: Paymentus Service Fee Schedule
- Schedule B: Additional Services

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

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

Client:  
 By: [Signature]  
 Name: Javier M. Garza  
 Title: Mayor  
 Date: 3-20-17

Paymentus:  
 By: [Signature]  
 Name: JERRY PERICALIS  
 Title: SVP  
 Date: 3-14-17

# Payments

City: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Paymentus

## GENERAL TERMS AND CONDITIONS

### 1 Definitions:

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

1.1 "Agreement" or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Client

1.2 "User" shall mean the users of the Client's services

1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date

1.4 "Launch Date" shall be the date on which Client launches this service to the Users

1.5 "Payment" shall mean Users to make payments for Client's services or Client's bills

1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Client

1.7 "Non-consumer Cards" shall mean credit cards which are issued for business use. These high-cost cards may include corporate cards, purchase cards, business cards, travel and entertainment cards.

1.8 "Services" shall include the performance of the Services outlined in section 2 of this Agreement

1.9 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway

1.10 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

### 2 Description of Services to be performed

#### 2.1 Scope of Services

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

#### 2.2 Professionalism

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

### 3 Compensation

#### 3.1 No Cost Installation

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

#### 3.2 Paymentus Service Fee

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A (hereinafter called "Paymentus Service Fee").

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

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month ("Fee Assumptions"). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus

# Paymentus

can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

## 4 Payment Processing

### 4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from Paymentus Agent Dashboard. If Client chooses to have Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); (or)
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration")

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Time is of the essence and Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus. Parties agree that if Paymentus does not cooperate fully, it can lead to Client being unable to perform its duties to deliver the integration in time.

If Client chooses Client Specific Integration, Paymentus agrees to develop such integration at no cost to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors to fully cooperate with Paymentus. Client agrees to provide all specification required for Client specific integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors to participate in testing. Time is of the essence and Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if Client does not cooperate fully or is unable to cause its software vendors to cooperate fully with Paymentus, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

Based on Client's use of Paymentus platform and respective modules selected under this Agreement, Paymentus will require the following integration points:

- (i) For one-time Payment Module:
  - a. Customer Information – Text File or Real-time
  - b. Payment Posting – Text File or Real-time
- (ii) For Recurring Payment Module
  - a. Text File
- (iii) For E-billing Module
  - a. Billing Data - Text File or Real-time link to billing data
- (iv) For Outbound Notification
  - a. Audience File – Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

### 4.2 PCI Compliance

For PCI Compliance, Client has two options for using Paymentus platform:

- (i) Paymentus Fully Hosted Solution; or
- (ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus' fully hosted service where Paymentus uses its own platform to capture

# Paymentus

Payments and to manage the entire (end to end) user experience from all channels for Payment acceptance Web, Mobile, IVR, POS devices (per Paymentus recommended setup), recurring payments, Ebill Presentment ("Paymentus Fully Hosted Solution"). If Client chooses any other integration such as third party web pages integrated with Paymentus APIs, third party gateway pages, or its own IVR systems or POS solution not recommended by Paymentus, or a cashing module from third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Client recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under such circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, or accepting or storing card transactions, such party is required to be PCI compliant as the systems are in scope.

#### 4.3 Explicit User Confirmation

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

#### 4.4 Merchant Account

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

#### 4.5 Card Authorization

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

#### 4.6 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

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

### 5 General Conditions of Services

#### 5.1 Service Reports

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

#### 5.2 User Adoption Communication by Client

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

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

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

# Paymentus

## 5.3 Independent Contractor

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

## 5.4 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall cooperate with Paymentus by:

- (i) Client will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.
- (v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's billing system.

## 6 Governing Laws

This Agreement shall be governed by the laws of the state of New Mexico.

## 7 Communications

### 7.1 Authorized Representative

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

### 7.2 Notices

Master Services Agreement – Absorbed  
Confidential & Proprietary

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

To Client *City of Santa Fe*  
C/O: *Donald Martinez*  
Address: *601 San Mateo, Santa Fe, NM 87505*  
Email: *dwmartinez@santafenm.gov*

### To Paymentus

C/O: President and CEO  
Address: 13024 Ballantyne Corporate Place  
Suite 450  
Charlotte, NC 28277  
Email: [ceo@paymentus.com](mailto:ceo@paymentus.com)

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

## 7.3 Interpretation

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

## 7.4 Amendment of Agreement

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

## 7.5 Severability

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

## 7.6 Attorney's Fees

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

# Paymentus

## 7.7 Confidentiality

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

## 7.8 Intellectual Property

In order that the 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 such 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 System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

## 7.9 Force Majeure

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

## 7.10 Time of the Essence

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

## 8 Indemnification

### 8.1 Paymentus Indemnification and Hold Harmless

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

### 8.2 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the 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 this Agreement.

### 8.3 Limitation of Liability

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

## 9 Term and Termination

### 9.1 Term

## Paymentus

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 4 (four) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

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

### 9.2 Material Breach

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

### 9.3 Upon Termination

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

# Paymentus

## Schedule A – Paymentus Service Fee Schedule

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

Absorbed Fee Model	
<input type="checkbox"/>	Residential Utility Average Bill Amount: \$100.00
<input checked="" type="checkbox"/>	Paymentus Service Fee per qualified utility rate transaction
•	Credit/Debit Card           \$ 1.73 (Visa, MasterCard, Discover, Amex Utility Rate)
•	ACH/ eCheck                 \$ 0.40
Maximum Amount per Qualified payment is \$500.00. Multiple payments can be made only at the counter.	
<input type="checkbox"/>	Paymentus Service Fee per Non-qualified transaction (Non-qualified transaction applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions).
•	Credit/Debit Card           2.65% (Visa, MasterCard, Discover, Amex)
•	ACH/eCheck                 \$ 0.40

Note: A chargeback fee of \$9.95 applies per chargeback.

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

# Paymentus

## Schedule B: Additional Services

Service Type 1	Paymentus Service Fee
E-Bill Presentment	12 months bill history data no charge File creation set up fee waived

Accept Service 1  Initial lp

Service Type 2	Paymentus Service Fee
Outbound Notification Messages	2,000 Monthly IVR/SMS Text/Email Messages No Charge  2,001+ Messages Overage Fee: \$0.15 per IVR/SMS message \$0.05 per Email message  Unlimited Inbound IVR Payment Minutes

Accept Service 2  Initial lp

Service Type 3	Paymentus Service Fee
Mobile Payment Platform	No Setup fee Transaction fees as outlined in Schedule A

Accept Service 3  Initial lp

# Paymentus

Service Type 4	Paymentus Service Fee
Enterprise Payment Aggregator (Online Banking/E-Lockbox)	\$0.09 per Transaction

Accept Service 4  Initial \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~Paymentus~~

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JERRY PORTOCALIS

SVP

3-14-17

ACORD

Client#: 753617

PAYMENTUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
Saddle Brook, NJ 07663

CONTACT NAME: William A. Cilente - For MMA-NE
PHONE (A/C, No, Ext): 201 845-6600
E-MAIL ADDRESS: William.Cilente@MarshMMA.com

INSURED
Paymentus Holdings, Inc
11605 North Community House Rd., Ste 300
Charlotte, NC 28277

INSURER(S) AFFORDING COVERAGE
INSURER A: AIG Specialty Insurance Company NAIC # 26883
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Professional and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Included as Additional Insured when required by written contract, agreement or permit, and subject to the provisions and limitations of the policy.

Excess Professional and Cyber Policies:
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe (NM)
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm. A. Cilente










# 3203728 Paymentus amend 5 - Corrected 2

Final Audit Report

2024-06-05

Created:	2024-05-22
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQxO-Z9ajkz1sMccdo04DgmKcsBv71T3s

## "3203728 Paymentus amend 5 - Corrected 2" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-05-22 - 6:03:25 PM GMT- IP address: 173.186.219.23
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-05-22 - 6:07:20 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-05-22 - 8:35:53 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-05-22 - 8:36:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-05-22 - 8:36:25 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2024-05-22 - 8:36:41 PM GMT- IP address: 73.242.167.139
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)  
Signature Date: 2024-05-22 - 8:53:11 PM GMT - Time Source: server- IP address: 73.242.167.139
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-05-22 - 8:53:16 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-05-24 - 5:13:34 PM GMT- IP address: 104.47.65.254
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-06-03 - 5:17:39 PM GMT- IP address: 104.47.64.254



 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-06-05 - 10:28:18 PM GMT- IP address: 104.47.65.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-06-05 - 10:28:29 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-06-05 - 10:28:29 PM GMT

## AMENDMENT NO. 3

### TO MASTER SERVICES AGREEMENT EFFECTIVE 3/23/2017.

This Amendment No. 3 (“Amendment 3”) amends the Master Services Agreement effective as of March 23, 2017, which was modified by Amendment effective date October 31, 2017, and Amendment No. 2 effective date July 20, 2018 (collectively the “Agreement”) between City of Santa Fe (“Client”) with a principal place of business located at 801 W San Mateo Santa Fe, NM 87505, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business 11605 North Community House Road, Suite 300, Charlotte, NC 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 3 is effective at the time both Parties have signed Amendment No. 3.

### STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services.

The Parties desire to amend the Agreement in the following ways

- Renew the contract term period
- Update Schedule A of Agreement to include additional Paymentus Services to Client subsidiaries and modify Paymentus Fees
- Include integration with Advanced Utility Services and Silverblaze

### AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 3 as follows:

1.1 Schedule A (Paymentus Service Fee Schedule) of the Agreement is hereby deleted and the new Schedule A following is substituted in lieu thereof.

1.2 The parties desire to establish a direct payment processing relationship between the parties. The following language is hereby deleted from Schedule A:

- a) “The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscription fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing per transaction using Chase merchant services.”

1.3 The parties desire to amend Schedule A of the Agreement to remove the Monthly Subscription fee of \$7,000.00 in accordance with section 1.2 above

1.4 The parties desire to amend Schedule A of the Agreement to include digital wallet payment options including PayPal, PayPal Credit, Venmo, Amazon, Alexa, and Walmart Pay

1.5 The Parties desire to amend the Agreement to replace section 5 of the Master Services Agreement to extend the contract term through June 30, 2025. Agreement shall be renewable for additional successive twelve (12) month auto-renewal term periods. In no event, shall the term exceed the time allowed by NMSA13-1-150.

1.6 Paymentus agrees to provide Client with no-cost integrations to Advanced Utility Systems and Silverblaze

2. Miscellaneous:

2.1 This Amendment No. 3 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No.3 remain in full force and effect.

2.3 This Amendment No. 3 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No.3 to be executed by their duly authorized representatives.

**Client**

By: \_\_\_\_\_ See next page \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENTUS CORPORATION**

By:  \_\_\_\_\_

Printed Name: Peter Fanous \_\_\_\_\_

Title: Senior Vice President \_\_\_\_\_

Date: October 13, 2022 \_\_\_\_\_

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Dec 5, 2022

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK   
Special GB MTG 11/30/2022

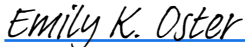
CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 5, 2022 14:22 MDT)


SENIOR ASSISTANT CITY ATTORNEY

APPROVED:



Emily K. Oster (Dec 2, 2022 17:44 MST)

EMILY OSTER, FINANCE DIRECTOR

5110351.510310   
Org/Obj AH

# City of Santa Fe New Mexico

# Memo

**Date:** October 12, 2022

**To:** City Council  
Finance Committee  
Public Utility/Public Works Committee

**Via:** Shannon Jones, Utility Department Director   
SJ

**From:** Nancy Jimenez, Utility Billing Division Director   
NLJ

**Re:** Amendment #3 for Paymentus

**Background/Summary:**

The Utility Billing is respectfully asking to amend the Paymentus Master Agreement contract to remove the monthly charge from Paymentus electronic bill pay services of \$7,000 for the utility account payment monthly subscription fee.

As we move forward with the upgrade to our utility billing system and the removal of the exclusivity clause with Wells Fargo the attached amendment with Paymentus will eliminate the monthly subscription fee and change to a transaction fee.

This will reduce the yearly cost of \$84,000 for year 3 and year 4 for a total savings of \$168,000.00 and once approved will reduce the current Fiscal Year accordingly that had these costs tied to the Postal Pro Contract.

**Requested Action:**

Approval of Amendment #2 for FY22/23 through FY24/25.

**SCHEDULE A – PAYMENTUS FEE SCHEDULE  
 TO THE MASTER SERVICES AGREEMENT  
 BETWEEN CITY OF SANTA FE AND PAYMENTUS**

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee in US DOLLARS	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Mobile Apps and others as offered by Payments from time to time	\$1.63 per credit/debit /digital wallet payments  \$0.40 per echeck  2.95% per non-qualified payments	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Customer Engagement	Credit, Debit, ACH	\$1.63 per credit/debit /digital wallet payments  \$0.40 per echeck  2.95% per non-qualified payments	<input type="checkbox"/>

**Note:**

- Average Bill Amount: \$100.00.
- Maximum Amount per Payment is \$10,000.00. Multiple payments may be made.
- Paymentus may apply different limits per transactions for user adoption or to mitigate risks
- Pricing is subject to change per entity as needed and will be written in the amendments.
- Chargebacks and returned checks will be billed at \$9.95 per item.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203728

Contractor: Paymentus

Description: **Master Services Agreement Electronic Bill payment Services under Postal Pros exhibit**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 3/13/17 Term End Date: 03/13/24

Approved by Council Date: 6/27/18

### Contract / Lease: **Services agreement**

Amendment # #3 to the Original Contract / Lease # 18-0758

Increase/(Decrease) Amount \$ (\$168,000)

Extend Termination Date to: 06/30/25

Approved by Council Date: Pending

### Amendment is for: **decrease monthly charge amount for FY 24 and FY 25 extend term**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**#18-0758 #1 and Master Services agreement comp and term appvd 6/27/18**  
**#2 Schedule A amendment signed by Finance Director 10/27/17**

### 3. Procurement History:

  
Purchasing Officer Review: Oct 26, 2022  
Date:  
Comment & Exceptions: Remove Subscription Fees

### 4. Funding Source: UCS Enterprise Fund Org / Object: 5110351.510310

  
Budget Officer Approval: Oct 25, 2022  
Date:  
Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest (Paymentus Exhibit)

Procurement Title: RFP 2 1/32 (P) Utility Bill Print and Mailing

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting ~~Public Utilities Department / UCS~~ Staff Name Nancy Jimenez

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Nancy Jimenez, UCS Division Director

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Oct 26, 2022

Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

\*



## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** PAYMENTUS CORPORATION

**Business Location:** 11605 N COMMUNITY HOUSE RD  
CHARLOTTE, NC 28277

**Owner:** PAYMENTUS CORPORATION

**License Number:** 233550

**Issued Date:** September 14, 2022

**Expiration Date:** September 14, 2023

**CRS Number:** 03246742007

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

PAYMENTUS CORPORATION  
11605 N COMMUNITY HOUSE RD  
CHAROLETTE, NC 28277

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



## DESCRIPTIONS (Continued from Page 1)

Premises - \$10,000,000 Limit / \$100,000 Retention  
In Transit - \$10,000,000 Limit / \$100,000 Retention  
Forgery - \$10,000,000 Limit / \$100,000 Retention  
Computer Fraud - \$10,000,000 Limit / \$100,000 Retention  
Funds Transfer Fraud - \$10,000,000 Limit / \$100,000 Retention  
Money Orders & Counterfeit Fraud - \$10,000,000 Limit / \$100,000 Retention  
Credit Card Fraud - \$10,000,000 Limit / \$100,000 Retention  
Client - \$10,000,000 Limit / \$100,000 Retention  
Expense - \$250,000 Limit / NA  
Social Engineering Fraud Coverage - \$250,000 Limit / \$100,000 Retention

### Excess Crime Coverage:

Carrier: Great American Insurance Company

Policy #SAAE6066710200

Effective: 8/09/2022 - 8/09/2023

\$20,000,000 excess of \$10,000,000

Sub-Limit Social Engineering Fraud: \$250,000 excess of \$250,000 with \$100,000 Retention



## DESCRIPTIONS (Continued from Page 1)

**Carrier: Continental Casualty Company**

**Policy # 652024674**

**Limits: \$10M xs \$10M**

**2nd Excess -**

**Carrier: Crum & Forster Specialty Insurance Company**

**Policy # EOL238128**

**Limits: \$5M po \$20M xs \$20M**

**Carrier: Indian Harbor Insurance Company**

**Policy # MTE004184209**

**Limits: \$5M po \$20M xs \$20M**

**Carrier: Starr Surplus Lines Insurance Company**

**Policy # 1000635302221**

**Limits: \$5M po \$20M xs \$20M**

**Carrier: Lloyd's Syn 457 (Munich Re Spec Gr Ltd)**

**Policy # 01MRCT000015600**

**Limits: \$5M po \$20M xs \$20M**

**3rd Excess -**

**Carrier: Allied World Surplus Lines Ins Co**

**Policy # 03124681**

**Limits: \$5M xs \$40M**

**4th Excess -**

**Carrier: Evanston Insurance Company**

**Policy # MKLV1XEO000350**

**Limits: \$5M xs \$45M**

**5th Excess -**

**Carrier: Sompo America Insurance Company**

**Policy # MCX30023773000**

**Limits: \$5M xs \$50M**

**6th Excess -**

**Carrier: Certain Underwriters at Lloyd's**

**Policy # B6044000RURS05022**

**Limits: \$5M xs \$55M**

**7th Excess -**

**Carrier: Hudson Excess Insurance Company**

**Policy # EEU1265108**

**Limits: \$5M xs \$60M**

**8th Excess -**

**Carrier: Everest National Insurance Company**

**Policy # CY5EX00479221**

**Limits: \$2.5M po \$5M xs \$65M**

**Carrier: Ascot Specialty Insurance Company**

**Policy # EOXS221000152801**

**Limits: \$2.5M po \$5M xs \$65M**

**Evidence of Insurance**

ITEM # 18-0758

## AMENDING AGREEMENT

Customer:	City of Santa Fe
Customer Address:	200 Lincoln Ave. Santa Fe, NM 87504
Contact for Notices to Customer:	Caryn Fiorina

This Amending Agreement is entered into as of the below signature date, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement originally dated March 23, 2017 and Amending Agreements dated October 31, 2017.

B - The parties now wish to amend Schedule A to increase the maximum payment amount from \$500.00 to \$10,000.00.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except for Schedule A as provided in this Amending Agreement, all provisions of the Master Service Agreement remain in full force and effect, un-amended.

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

**Customer:**

By: See Attached Signature Page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Paymentus:**

By: [Signature]  
Name: David J. Jarama  
Title: SVP  
Date: 7/20/18

## Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the End User will be based on the following table:

<b>Absorbed Fee Model</b>	
<b>Residential Utility Payments</b>	
<input type="checkbox"/>	Average Bill Amount: \$100.00
<input type="checkbox"/>	Monthly Subscription Fee: \$7,000.00
Paymentus Service Fee per qualified utility rate transaction:	
<input type="checkbox"/>	Credit/Debit Card            \$0(Visa®, MasterCard®, Discover® Discount Utility Rate Program)
<input type="checkbox"/>	Ach/e-Check                    \$0
Paymentus Service Fee per Non-qualified transactions (Non-qualified transactions applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions).	
<input type="checkbox"/>	Credit/Debit Card            \$0(Visa®, MasterCard®, Discover® Discount Utility Rate Program)
<input type="checkbox"/>	Ach/e-Check                    \$0

Note: Maximum payment amount for Utility payments will be set at \$10,000.00 per transaction, with a minimum of \$5. A chargeback of \$9.95 on e-checks only applies per chargeback.

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

Monthly subscription fee of \$7,000.00 includes unlimited e-checks transactions.

The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscriptions fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing of per transaction using chase merchant services.


Paymentus Amending Agreement

CITY OF SANTA FE:

  
\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: 7/5/18

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
CC mtg. 6/27/18

APPROVED AS TO FORM:

 5/17  
\_\_\_\_\_  
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 7-3-18  
\_\_\_\_\_  
BRAD FLUETZEL  
INTERIM FINANCE DIRECTOR

Business Unit/Line Item

## AMENDING AGREEMENT

Customer:	City of Santa Fe
Customer Address:	200 Lincoln Avenue, Santa Fe NM, 87504
Contact for Notices to Customer:	Caryn Fiorina

This Amending Agreement is entered into as of October 18, 2017, by and between the Customer ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

### WHEREAS:

A - The parties entered into a Master Services Agreement dated March 23, 2017

B - The parties now wish to amend the Schedule A of the Master Services Agreement to Paymentus Service Fees.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Schedule A** of Master Services Agreement will be amended per Schedule A attached with this Amending Agreement.

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

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

Customer:

By: 

Name: Adam Johnson

Title: Finance Director

Date: 10/27/17

Paymentus:

By: 

Name: Jerry Portocalis

Title: Senior Vice President

Date: October 31, 2017

## Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on one of the following table:

<b>Absorbed Fee Model</b>	
<input type="checkbox"/>	Residential Utility Average Bill Amount: \$100.00
<input type="checkbox"/>	Monthly Subscription Fee: \$7,000.00 Billable upon go live.
<input type="checkbox"/>	Paymentus Service Fee per qualified utility rate transaction <ul style="list-style-type: none"> <li>• Credit/Debit Card                      \$ 0 (Visa, MasterCard, Discover, Amex Utility Rate)</li> <li>• ACH/ eCheck                              \$ 0</li> </ul>
<input type="checkbox"/>	Paymentus Service Fee per Non-qualified transaction (Non-qualified transaction applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions). <ul style="list-style-type: none"> <li>• Credit/Debit Card                      0% (Visa, MasterCard, Discover, Amex)</li> <li>• ACH/eCheck                              \$ 0</li> </ul>

Note: A chargeback fee of \$9.95 on e-checks only applies per chargeback.

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

Monthly subscription fee of \$7,000.00 includes unlimited e-check transactions.

The merchant agreement with Paymentus and Chase will be utilized for e-check transactions only, as First Data/Wells Fargo will be providing credit/debit card merchant services. The monthly subscription fee is for the use of the Paymentus platform technology. At any time, the City may choose to revert back to the original pricing of per transaction using Chase merchant services.

# Paymentus

## MASTER SERVICES AGREEMENT

Client:	Postal Pros delivered to the City of Santa Fe NM
Client Address:	200 Lincoln Avenue, Santa Fe NM, 87504
Contact for Notices to Client:	Caryn Fiorina
Estimated Yearly Bills / Invoices:	408,000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Client ("Client") identified above and **Postal Pros (delivered to the City of Santa Fe, NM)**, and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

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

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

- Schedule A:** Paymentus Service Fee Schedule
- Schedule B:** Additional Services

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

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

Client:  
 By: [Signature]  
 Name: Javier M. Gonzales  
 Title: Mayor  
 Date: 3-20-17

Paymentus:  
 By: [Signature]  
 Name: JERRY PORTOCALIS  
 Title: SVP  
 Date: 3-14-17

# Paymentus

**City:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**City:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**City:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**City:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

# Paymentus

## GENERAL TERMS AND CONDITIONS

### 1 Definitions:

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

1.1 **"Agreement" or "Contract"** shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Client

1.2 **"User"** shall mean the users of the Client's services

1.3 **"Effective Date"** shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date

1.4 **"Launch Date"** shall be the date on which Client launches this service to the Users

1.5 **"Payment"** shall mean Users to make payments for Client's services or Client's bills

1.6 **"Payment Amount"** shall mean the bill amount User wants to pay to the Client.

1.7 **"Non-consumer Cards"** shall mean credit cards which are issued for business use. These high-cost cards may include corporate cards, purchase cards, business cards, travel and entertainment cards.

1.8 **"Services"** shall include the performance of the Services outlined in section 2 of this Agreement

1.9 **"Paymentus Authorized Processor"** shall mean a Paymentus authorized merchant account provider and payment processing gateway

1.10 **"Average Bill Amount"** shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

### 2 Description of Services to be performed

#### 2.1 **Scope of Services**

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

#### 2.2 **Professionalism**

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

### 3 Compensation

#### 3.1 **No Cost Installation**

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

#### 3.2 **Paymentus Service Fee**

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A (hereinafter called "Paymentus Service Fee").

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

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month ("Fee Assumptions"). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus

# Paymentus

can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

## 4 Payment Processing

### 4.1 Integration with Client's Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from Paymentus Agent Dashboard. If Client chooses to have Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); (or)
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration")

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Time is of the essence and Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus. Parties agree that if Paymentus does not cooperate fully, it can lead to Client being unable to perform its duties to deliver the integration in time.

If Client chooses Client Specific Integration, Paymentus agrees to develop such integration at no cost to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors to fully cooperate with Paymentus. Client agrees to provide all specification required for Client specific integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors to participate in testing. Time is of the essence and Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if Client does not cooperate fully or is unable to cause its software vendors to cooperate fully with Paymentus, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

Based on Client's use of Paymentus platform and respective modules selected under this Agreement, Paymentus will require the following integration points:

- (i) For one-time Payment Module:
  - a. Customer Information – Text File or Real-time
  - b. Payment Posting – Text File or Real-time
- (ii) For Recurring Payment Module
  - a. Text File
- (iii) For E-billing Module
  - a. Billing Data - Text File or Real-time link to billing data
- (iv) For Outbound Notification
  - a. Audience File – Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

### 4.2 PCI Compliance

For PCI Compliance, Client has two options for using Paymentus platform:

- (i) Paymentus Fully Hosted Solution; or
- (ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus' fully hosted service where Paymentus uses its own platform to capture

# Paymentus

Payments and to manage the entire (end to end) user experience from all channels for Payment acceptance: Web, Mobile, IVR, POS devices (per Paymentus recommended setup), recurring payments, Ebill Presentment ("Paymentus Fully Hosted Solution"). If Client chooses any other integration such as third party web pages integrated with Paymentus APIs, third party gateway pages, or its own IVR systems or POS solution not recommended by Paymentus, or a cashiering module from third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Client's recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under such circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party's systems participate in processing, or accepting or storing card transactions, such party is required to be PCI compliant as the systems are in scope.

#### 4.3 Explicit User Confirmation

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

#### 4.4 Merchant Account

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

#### 4.5 Card Authorization

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

#### 4.6 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions to the appropriate card organizations for settlement directly to the Client's depository bank account previously designated by the Client (hereinafter the "Client Bank Account").

Paymentus will debit the Paymentus Service Fees from Client's account on a monthly basis.

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

### 5 General Conditions of Services

#### 5.1 Service Reports

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

#### 5.2 User Adoption Communication by Client

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

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

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

# Paymentus

## 5.3 Independent Contractor

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

## 5.4 Client's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall cooperate with Paymentus by:

- (i) Client will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client's general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.
- (v) For the purpose of providing Client a posting file for posting to Client's billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client's billing system.

## 6 Governing Laws

This Agreement shall be governed by the laws of the state of New Mexico.

## 7 Communications

### 7.1 Authorized Representative

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

### 7.2 Notices

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

**To Client** City of Santa Fe  
C/O: Donald Martinez  
Address: 801 San Mateo, Santa Fe, NM 87505  
Email: dwmartinez@santafenm.gov

### **To Paymentus**

C/O: President and CEO  
Address: 13024 Ballantyne Corporate Place  
Suite 450  
Charlotte, NC 28277  
Email: [ceo@paymentus.com](mailto:ceo@paymentus.com)

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

## 7.3 Interpretation

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

## 7.4 Amendment of Agreement

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

## 7.5 Severability

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

## 7.6 Attorney's Fees

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

# Paymentus

## 7.7 Confidentiality

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

## 7.8 Intellectual Property

In order that the 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 such 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 System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

## 7.9 Force Majeure

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

## 7.10 Time of the Essence

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

## 8 Indemnification

### 8.1 Paymentus Indemnification and Hold Harmless

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

### 8.2 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the 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 this Agreement.

### 8.3 Limitation of Liability

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

## 9 Term and Termination

### 9.1 Term

# Paymentus

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 4 (four) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

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

## 9.2 Material Breach

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

## 9.3 Upon Termination

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

# Paymentus

## Schedule A – Paymentus Service Fee Schedule

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

Absorbed Fee Model	
<input type="checkbox"/>	Residential Utility Average Bill Amount: \$100.00
<input checked="" type="checkbox"/>	Paymentus Service Fee per qualified utility rate transaction
•	Credit/Debit Card                      \$ 1.73 (Visa, MasterCard, Discover, Amex Utility Rate)
•	ACH/ eCheck                                \$ 0.40
Maximum Amount per Qualified payment is \$500.00. Multiple payments can be made only at the counter.	
<input type="checkbox"/>	Paymentus Service Fee per Non-qualified transaction (Non-qualified transaction applies to any transaction that does not qualify for a utility rate transaction. This may include a Business or Corporate card transactions).
•	Credit/Debit Card                      2.65% (Visa, MasterCard, Discover, Amex)
•	ACH/eCheck                                \$ 0.40

Note: A chargeback fee of \$9.95 applies per chargeback.

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

# Paymentus

## Schedule B: Additional Services

Service Type 1	Paymentus Service Fee
E-Bill Presentment	12 months bill history data no charge File creation set up fee waived

Accept Service 1  Initial lp

Service Type 2	Paymentus Service Fee
Outbound Notification Messages	2,000 Monthly IVR/SMS Text/Email Messages No Charge 2,001+ Messages Overage Fee: \$0.15 per IVR/SMS message \$0.05 per Email message Unlimited Inbound IVR Payment Minutes

Accept Service 2  Initial lp

Service Type 3	Paymentus Service Fee
Mobile Payment Platform	No Setup fee Transaction fees as outlined in Schedule A

Accept Service 3  Initial lp

# Paymentus

Service Type 4	Paymentus Service Fee
Enterprise Payment Aggregator (Online Banking/E-Lockbox)	\$0.09 per Transaction

Accept Service 4  Initial \_\_\_\_\_

Customer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~Paymentus:~~

~~By: \_\_\_\_\_~~

Name: JERRY PORTOCALIS

Title: SVP

Date: 3-14-17

**Unit Cost Year One Through Four\*\*\***

<b>ITEM</b>	<b>PRICE</b>	<b>NOTES</b>
Development/Testing	No Charge	For custom overlay design, format, file conversions and Admin Website for reporting, import files and custom search for PDF statement images. Price is valid through December 2016
Total cost per single sheet, duplex page bill	\$.139	Processing, duplex laser imaging, Paper 24# 8.5*14 or 8.5*11 single horizontal perforation, #10 envelope, #9 envelope, and insertions.
Additional pages	\$0.08	
15 Day Notices	\$0.12	Processing, simplex laser imaging, Paper 24# 8.5 x 11 single horizontal perforation, #10 envelope, and insertions.

**Online Services**

Setup and Testing	\$375.00	Set up cost for url link to EStatement sign up and view bills.
Statements Archival, Search and View	\$0.01	PDF images of statements archive history up to 24 months searchable by name, address, billing date, name, account No., & service No. Statements may be viewed, downloaded, saved, emailed or printed.
EStatement processing for enrolled customers	\$0.15	Per generated EStatement/Mo. We will set up a data base of all customers signed up to receive E Statements, pull the print file so that no paper statement is mailed and attach any "inserts" PDF images to the statement image so that all customers receive special notices.

**\*\*\*PPSW BASE PRICE IS GUARANTEED FOR FOUR (4) YEARS\*\*\***

**Postage****Automated Rates**

First Class Postage 2 oz. rates as of 4/10/2016. All USPS published postal rate increases will be passed through to the City at cost.	5 Digit - \$0.376 3 Digit - \$0.399 AADC - \$0.399 Mixed - \$0.419 Machine Presort - \$0.452 Full Rate - \$0.47	We do not mark up postage
Presorting Fee	No Charge	
NCOALink Processing	No Charge	
Manuals, 7 pages or more	Manual Files over 7 pages - \$0.20  6 x 9 double wdo - \$0.16  9 x 12 single wdo - \$0.30	Special handling and manual inserting into either 6 x 9 or "flat" 7 to 15 pages depending on additional inserts including # 9 return. Over 15 pages, including # 9 return billed at actual cost.
Secure FTP	No Charge	
Processing Reports	No Charge	
Software enhancements	\$125 per hour	
IT Programming Fees	\$125 per hour	No charge for implementation
Documents Design	\$125 per hour	We do not charge for minor "everyday changes". We do charge to design new templates after the initial set up.
Additional inserts	\$0.00 each	No charge for insertion of additional materials.
Custom printing of billing inserts		Quotes based upon the jobs specifications.

**Signature:** Nancy L. Jimenez  
Nancy L. Jimenez (Oct 12, 2022 11:53 MDT)

**Email:** nljimenez@ci.santa-fe.nm.us

**Signature:** Shannon Jones  
Shannon Jones (Oct 13, 2022 10:06 MDT)

**Email:** swjones@santafenm.gov

**Signature:** Nancy L. Jimenez

Nancy L. Jimenez (Dec 16, 2025 12:15:00 MST)

**Email:** [nljimenez@santafenm.gov](mailto:nljimenez@santafenm.gov)

**Signature:** 

**Email:** [jdroach@santafenm.gov](mailto:jdroach@santafenm.gov)











# Paymentus\_Corp.\_Amendment\_No


Final Audit Report

2025-12-23

Created:	2025-12-19
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADOADu45_wbKb23r7aXYi8njLZA4uymHZ

## "Paymentus\_Corp.\_Amendment\_No" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)  
2025-12-19 - 6:52:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2025-12-19 - 7:02:38 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-12-19 - 7:06:45 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-12-19 - 7:07:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2025-12-19 - 7:07:22 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-12-19 - 8:16:32 PM GMT- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-12-22 - 5:20:51 AM GMT- IP address: 146.75.203.1
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-12-22 - 8:42:06 PM GMT- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-12-23 - 7:12:32 PM GMT- IP address: 62.10.205.21
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2025-12-23 - 10:34:37 PM GMT- IP address: 63.232.20.2

 Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: I don't see where Amendment #5 actually ever extended the agreement to 6/30/26. There are two contradicting supporting documents for Amendment #5. The memo says it is extending to 6/30/2026 and the SOC says it is extending to 6/30/2025. Where is the legal amendment #5 to extend to 2026? Amendment #3 extended to 6/30/25. Amendment #4 changed fees/SOW. Amendment #5 was supposed to also extend term but did not. Therefore, this agreement is expired.

2025-12-23 - 10:46:35 PM GMT- IP address: 63.232.20.2