



MEMO

TO: Mr. Pribulka, Borough Manager
Finance Committee

FROM: Barbi Watson

DATE: September 18, 2026

SUBJECT: ACH/Credit Card System

The borough needs a new company to process the ACH payments. Munilink, our billing system, will no longer be handling the ACH payment processing in house.

The current company that we are using for our Credit Card payments is Globalpay; previously, NCR. We have been using this company for a few years. Unfortunately, Globalpay has not been customer friendly. Our contract has expired. We either need to renew or find a new company to process the credit card payments.

I've sat through two demonstrations; the first was MSB Payment Processing and the second was Invoicecloud.

I am recommending Invoicecloud to do both our ACH and Credit Card payment processing. This company offers other ways to pay, as well.

I feel Invoicecloud is the most customer friendly and reliable.

MSB Payment Processing; I am not comfortable with this company. They weren't geared towards local government, like Invoicecloud is. Their system seemed to be more difficult, not only on my end of things, but also on our customer's end of things.

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In addition to the ACH and Credit Card payments for the utility bills, the front office staff and I feel it would be best to have a credit card machine placed at the front office so the borough has the capability to accept other payments, other than utility bills. The machine would be able to accept Zoning, Harb, Water Tap, Sewer Tap, Brush and Grass collection, Garbage can, Pavilion rental fees and more.

I've been trying to get Globalpay (with no success) to supply a credit card machine for the front office since 2024, to give the borough the capability of collecting other fees, as well.

The other option is to not have a credit card machine at the front to collect other fees. However, this has been something that has been asked of us for years, from our residents; they want to be able to pay other things besides the utility bills.

Thank you and If you should have any questions, I will do my best to answer them.

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

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

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

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

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI DSS), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order Form under "Data Retention." If Biller elects to upload or otherwise transfer any Customer Data created prior to the Go Live Date ("Historical Data") to the Services during Implementation or anytime thereafter, such upload shall be subject to Invoice Cloud's then-current requirements and will incur additional fees, which shall be agreed to in writing by both parties prior to any such Historical Data upload or transfer. Invoice Cloud reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

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

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

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as

proprietary, confidential, or private (the “Confidential Information”). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

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

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date (“Initial Term”), and will automatically renew for each of additional successive three (3) year terms (“Renewal Term”) unless terminated as set forth herein. “Term” as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller’s password and access will be disabled and Biller will be obligated to pay the balance due on Biller’s account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller’s Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

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

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

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

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

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems. Biller agrees to participate in scheduled status meetings and provide regular written updates to Invoice Cloud detailing the current status of Implementation efforts, any identified issues or delays, and anticipated next steps, no less frequently than every thirty (30) days starting from the Effective Date until the Implementation is complete and Biller's Go Live Date occurs. Failure to participate in such meetings or to respond to Invoice Cloud's requests for status updates may result in an adjustment of the Implementation schedule or the imposition of additional fees at Invoice Cloud's sole and absolute discretion. Failure by Biller to make material Implementation progress or respond to Invoice Cloud's requests for status updates for a period exceeding ninety (90) days shall constitute a material breach of this Agreement.

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

11. Fees. Invoice Cloud will charge Biller and/or Biller's Customers the payment transaction fees and other fees as set forth on the Biller Order Form. In addition, Invoice Cloud will charge Biller for the initial platform setup, configuration, implementation and integration of Invoice Cloud's Services with Biller's internal or external system(s) (the "Implementation"). The scope of Implementation work and corresponding fees are set forth in: (i) the Statement of Work ("SOW") entered into by the parties, the terms of such SOW being incorporated herein and made a part hereof by this reference, and (ii) the "Implementation Fee Details" section of the Biller Order Form. Where Biller requests any changes or additions to the Implementation or other work described in the SOW after the SOW has been fully executed by the parties, Invoice Cloud, in its sole and absolute discretion, reserves the right to charge Biller for such changes and additions, and such changes and additions and charges associated therewith must be agreed upon by the parties in advance in a written Change Order Form. Subject to Biller's prior written approval, Biller shall be responsible for reimbursing all reasonable travel-related expenses incurred by Invoice Cloud in connection with performing Invoice Cloud's obligations under the SOW, in accordance with the terms of Invoice Cloud's then-current travel and expense policy.

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

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

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

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

16. Insurance.

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

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

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

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

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any Implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud may disclose the fact that Biller is a customer of Invoice Cloud in Invoice Cloud's marketing, promotional, and sales materials, including without limitation in press releases, case studies, testimonials, customer lists, and presentations, provided that any case studies or press releases that explicitly identify Biller by name shall be subject to Biller's prior written approval. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and

remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and Biller. The Biller T+C are hereby incorporated herein and made a part hereof by this reference.

Invoice Cloud, Inc.
Statement of Work
[Borough of Bellefonte, PA]

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Introduction

The Invoice Cloud Electronic Bill Presentment and Payment (EBPP) SaaS Platform (the Service) provides [Borough of Bellefonte, PA] (Biller) and Biller's customers with inbound digital payment capabilities, such as searching for and paying invoiced and non-invoiced items with credit cards, electronic checks, and other requested payment types, in a public cloud environment that complies with PCI security standards. Invoice Cloud also provides outbound payment capabilities for insurance claims, agent commissions, and premium refund payments.

Service Summary

The business benefits and key capabilities of the Service are summarized below.

1. Compliance with Industry and Security Standards

Invoice Cloud complies with current Payment Card Industry (PCI) standards, the Cardholder Information Security Program (CISP) regulations, and National Automated Clearinghouse Association (NACHA) rules and guidelines, in order to protect the privacy and security of cardholder data.

- a. PCI DSS 4.0—Invoice Cloud's compliant storage for customer information is certified by Visa and MasterCard. Data is encrypted in-flight via SSL. All confidential information is handled in accordance with PCI standards.
- b. Software as a Service (SaaS) Architecture—The Service is architected and hosted in a secure Azure public cloud tenant, i.e., EBPP databases and servers are hosted offsite from Billers.

2. Digital Payment Capabilities

Inbound digital payment capabilities include, but are not limited to:

- a. Support for multiple payment sources like the Invoice Cloud Virtual Site for guest payments; the Invoice Cloud Customer Portal for registered users; the Invoice Cloud Biller Portal for administrators and CSRs; Interactive Voice Response (IVR) for phone call payments; Online Bank Direct (OBD), for Billers to electronically import ACH payments initiated from bank bill sites; Point of Sale (POS) terminals, for payments made at a CSR or Agent's office; and an Express Payments feature, where a customer clicks a payment link in a notification email or SMS sent by the Service.
- b. Payments can also be made when a Biller integrates EBPP web services with their CIS or core billing system portal to render Invoice Cloud payment pages via iFrame or a Redirect.
- c. Billers decide what payment sources listed above are permitted and configured. Billers decide whether to enable the Pay by Text option. And Billers decided whether to enable Paperless and Autopay billing per invoice type.
- d. Customers with registered accounts that have scheduled payments or are registered for AutoPay receive email notifications from the Service of pending payments. Once a payment is made, a payment confirmation email is sent.

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- e. Customers with registered accounts who elect paperless billing are automatically placed back on paper billing if their email address is undeliverable. The Biller is also notified via email when email addresses are undeliverable.
- f. The Service complies with the Federal E-Signature Act for Paperless billing and AutoPay by requiring a customer to respond to a post-enrollment confirmation email for each option.
- g. The Biller can specify allowed payment types, including Credit Cards (e.g., Visa, MasterCard, American Express, and Discover), Electronic Checks (e.g., ACH, eCheck, EFT), Point of Sale (POS), PayPal (e.g., PayPal, PayPal Credit, Venmo), and more.

Outbound digital payment capabilities include:

- a. Support for distributing outbound payments, such as claims payments, agent commissions, and premium refunds for Biller. Digital payments can help Biller drive down costs associated with making these payments via paper checks.

3. Invoice Cloud Customer Portal

The Invoice Cloud Customer Portal is the UI/UX for customers with registered accounts to manage their payment options, schedule payments, search for and pay invoiced and non-invoiced items, and more. Key capabilities include:

- a. Invoices (Bills) are presented electronically in a Biller branded portal.
- b. Customers who register their accounts with Invoice Cloud receive login credentials via email. Alternatively, automatic account registration is a feature of Invoice Cloud's SAML SSO web service.
- c. Customers with registered accounts can access features such as making payments, reviewing payment history, scheduling payments, setting up AutoPay, etc. The Biller can specify the authentication method required for registration.
- d. The Biller can enable an option for customers without registered accounts to make one-time payments in a Guest Payment or "Virtual Site".
- e. The Service includes shopping cart functionality.
- f. A customer with multiple accounts, e.g., Taxes and Utility, can "link" the accounts under a single registration. Then, upon signing into the portal, they can select the account they require for a payment task.
- g. For each invoice type, a customer with a registered account can specify a default payment type.
- h. The Bill Presentment feature displays a copy of a customer's bill (PDF format) or renders a bill copy using an HTML template.
- i. Customers with registered accounts can access twenty-four (24) months of rolling account, invoice, and payment history.

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4. Invoice Cloud Biller Portal

The Invoice Cloud Biller Portal is the UI/UX where authorized Biller administrators and CSRs access reports; manage registered users; search for customers, invoices, payments, and data exchange files; manage reconciliations, the Online Bank Direct service, and outbound campaigns; initiate payments or credits; log in as a customer with the customer's authorization, and more. Key capabilities include:

- a. Users can log in as a customer with the customer's authorization and assist customers with certain actions like making a payment. An audit log is maintained on whoever assisted a customer with making a payment on their behalf and the source.
- b. Users can block future customer payments as well as restrict payment types.
- c. Users with the highest permission level can manage roles and other portal users. Role-based feature permissions ensure adherence to the principle of least privilege, i.e., users should only have access to the minimal set of features required to perform assigned work, such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates, and more.
- d. Biller can configure which administrative and request notifications are automatically sent to selected employees. This feature allows different departments to receive targeted notifications in a timely manner, including:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report
 - Request System Notifications
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. Biller can configure and customize the handling of customer accounts and payments like:
 - Allowing AutoPay and scheduled payments
 - Allowing customers to update their phone or mailing address through the Invoice Cloud Customer Portal
 - Allowing customers to pay less or more than the balance due based on receivable type
 - Updating Refund Policy description
 - Updating customer service phone number
- f. Biller can access a selection of pre-configured reports for daily, monthly, or date range activity. Most reports can be exported to Excel files or scheduled for download as a custom report, as indicated by an asterisk (*) in the report name. All stored payment data is truncated on all reports. Available reports currently include:
 - Search Customers*
 - Search Invoices
 - Search Payment transactions*
 - Monthly Summary
 - View Scheduled Payments*
 - Invoice File History
 - Import Errors
 - Daily Payments Received*

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- | | |
|--------------------------------|------------------------------|
| • Registration Report* | • Total Outstanding Invoices |
| • AutoPay Report* | • Email Notification Summary |
| • Paperless Report* | • Email Statistics |
| • Data Synchronization History | • Email Tracking |
| • EFT/ACH Rejects* | • Bounced Email Report |

5. Email Notifications

The Service provides customizable invoice-type-specific email templates to use for activity notifications. The templates are customized in the Invoice Cloud Biller Portal using a Word style editor and support the insertion of hyperlinks (e.g., websites, electronic documents, bill inserts, etc.) and select fields included in Biller's invoice data updates.

- a. Up to three (3) email notifications can be scheduled. The first notification is based on the days since the invoice's due date. The second and third notifications are only sent to customers with outstanding balances, not those with a scheduled payment or who signed up for AutoPay.
- b. At Biller's discretion, email notifications can be delivered for any event below.

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

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6. Invoice Type Configuration

The Service provides extensive invoice type-specific customizations. Each invoice type can accept different payment types, customizations, and business rules. The invoice parameters are reviewed and finalized in the Implementation engagement.

For example, for each invoice type, Biller can:

- a. Allow partial payments, overpayments, full balance only, and late fees.
- b. Allow payments beyond the due date.
- c. Allow multiple payment types on the same invoice, even when partial payments are allowed. Credit/debit cards and eChecks (ACH) can be run separately, and unlimited remittance types can be used. For example, a customer can pay a portion of an invoice from their checking account, another portion with a Visa credit card, and the remainder with a second credit card of any type.

Service Implementation

Invoice Cloud's project management plan for Biller's Service Implementation is detailed below.

7. Project Management

Invoice Cloud adheres to PMI project management best practices. Our approach and tools include:

- a. Managing project phases with clear-cut milestones and deliverables.
- b. Using Smartsheet for collaborative project scheduling and task management.
- c. Tracking risks, actions, issues, and decisions with a RAID log.
- d. Assigning dedicated resources with the requisite experience and competencies.

8. Invoice Cloud Resources

Invoice Cloud assigns an Implementations Manager (IM) on each Implementation project. The IM is Biller's primary contact and coordinates all internal and external project stakeholders and participants according to plan. The IM also coordinates the drafting, review, update, and distribution of project artifacts, including, but not limited to:

- a. New Biller Questionnaire—documents parameters, rules, settings, and features needed to set up and initiate the Service.
- b. Project Timeline—Project schedule and milestones.
- c. Testing Plans—Any required system integration (SIT) and user acceptance test (UAT) plans.
- d. Training Plans—Required plans to train future users of the Service.

However, complex implementations are led by an Enterprise Project Manager (PM), with the Implementation Manager focused on providing subject matter expertise and configuration and onboarding management.

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If a "Custom Integration" with Biller's CIS or core billing system is required, an Integrations Manager (INM) working closely with a Solutions Engineer (SE) leads an integration requirements discovery, design, and development effort. However, an Integrations Manager is typically not required if Biller's CIS or core billing system is going to be integrated with Invoice Cloud's EBPP Platform using a "Standard Integration"—a pre-built and tested integration solution. Invoice Cloud has developed and deployed many standard integrations, including Munis CIS integrations (for the government and utilities market) and a Guidewire accelerator (for the insurance market).

9. Invoice Cloud Responsibilities

Invoice Cloud responsibilities include:

- a. Project Management & Planning
 - Assign a PM or IM to oversee the Implementation engagement.
 - Develop a detailed project plan, including timelines, milestones, and resource allocation.
 - Conduct regular project status meetings and provide status reports to Biller.
- b. Solution Design & Architecture
 - Conduct a requirements analysis to understand Biller's business requirements.
 - Architect a solution aligned with Biller's requirements and best practices.
 - Provide a Solution Design Document (SDD) for review, revision, and approval, where applicable.
- c. Configuration & Customization
 - Configure the software according to the agreed specifications.
 - Ensure that all configurations are aligned with the solution architecture.
- d. Data Migration
 - Provide requirements and guidance to facilitate legacy data migration.
 - Make commercially reasonable efforts to ensure data quality and consistency during migration, subject to the accuracy and completeness of Biller-supplied data.
 - Test and validate the migrated data with the customer.
- e. Testing & Quality Assurance
 - Conduct system, integration, and Internal Acceptance Testing (IAT) before the Go Live Date.
 - Resolve material defects or issues identified during testing within the agreed timeline.
 - Draft User Acceptance Testing (UAT) plan.
- f. Training & Documentation
 - Provide training materials and sessions for Biller's end-users and administrators.
 - Provide user manuals, technical documentation, and other supporting documents.
- g. Go Live Support & Post-Go Live Support
 - Provide remote support during the Go Live phase to address issues.
 - Facilitate post-Go Live support to resolve any remaining issues.

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10. Biller Responsibilities

Biller responsibilities include:

- a. Project Management, Resources & Coordination
 - Assign a project manager or primary point of contact.
 - Provide timely feedback on project plans, milestones, and deliverables.
 - Consider including Invoice Cloud and other project participants, e.g., CIS or core billing system vendor, system integrator, in planning sessions if the Service deployment is part of a broader initiative, such as a new CIS or core billing system implementation.
 - Dedicate sufficient and professionally trained personnel to support the Implementation process and its use of the Service in compliance with all applicable laws.
 - Collaborate on and agree to a joint project schedule and make commercially reasonable efforts to stay on task; Biller should endeavor to have their other vendors, e.g., system integrator, print vendor, etc., do the same.
 - Assign an empowered executive sponsor to whom issues can be escalated for resolution.
- b. Biller must ensure that their other software and service providers, e.g., CIS or core billing system vendor or system integrator, provide Invoice Cloud with the information and deliverables required according to the plan to achieve the target Go Live Date.
- c. Biller shall provide all data files, technical specifications, system access, and other information reasonably required to complete configuration, integration, and testing of the Service.
- d. Requirements Gathering & Documentation
 - Provide clear and complete requirements, including business workflows and data requirements.
 - Review, approve, and formally sign off on solution designs and configurations provided by the vendor to confirm alignment with project requirements.
- e. Change Requests
 - Submit change requests in writing for review. All change requests are subject to evaluation for potential impacts on project scope, timeline, and costs and require formal approval before implementation, and must be memorialized by the parties in writing by completing a Change Order Form signed by both parties.
- f. Data Conversions
 - Coordinate data exports from legacy payment systems for ACH, autopay, and user registration conversions.
 - Perform necessary data cleansing and preparation for migration.
- g. Training & Change Management
 - Ensure attendance of end-users in vendor-led training sessions.
 - Ensure that internal change management efforts are in place to support user adoption.
- h. User Acceptance Testing (UAT)

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- Begin testing within a week from the initial delivery of the test platform from Invoice Cloud and make continuous efforts to complete testing.
- Conduct UAT based on biller-supplied and Invoice Cloud-supplied test cases and report issues found to Invoice Cloud.
- Provide formal written sign-off upon successfully completing User Acceptance Testing (UAT) that the system meets agreed-upon requirements and is ready for final Go Live preparation. Note that UAT is a collaborative milestone used to validate that the configured solution meets the functional requirements agreed upon in the Solution Design Document. The parties acknowledge and agree that UAT does not create termination rights under the Biller Agreement and shall not be viewed as nor constitute a form of formal contract acceptance.

l. Go Live & Operational Readiness

- Confirm readiness for Go Live, including data migration, user access, and training completion.
- Notify Invoice Cloud no less than 30 days before any change in the agreed Go Live Date. Send any changes to the Go Live Date to InvoiceCloud in writing so changes to internal resource allocation and scheduling can be made in advance.
- Launching the Service approximately two weeks after UAT.
- Prepare internal support teams for post-Go Live support.

11. Joint Responsibilities

Joint responsibilities include:

a. Project Governance

- Establish and ensure the active participation of executive project stakeholders from the vendor and customer in the steering committee.
- Participate in joint project status meetings and reviews.

b. Scope Management

- Collaborate to manage project scope, adjusting schedule and cost based on change requests.
- Evaluate the impact of changes on timeline, cost, and resources.

c. Risk Management & Issue Resolution

- Identify potential risks to the project timeline, quality, or budget.
- Collaborate on mitigation strategies and promptly address issues as they arise.

d. Integration with Third-Party Systems

- Jointly plan and manage any required integrations with third-party applications.
- Collaborate on testing and troubleshooting of integrated systems.

These responsibilities help define clear expectations and ownership for each party involved in the Implementation project, minimizing misunderstandings and ensuring alignment of deliverables and timelines.

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12. Draft Implementation Phases and Milestones

Phase 1 – Engagement

- Project Kickoff
- Detailed Biller questionnaire
- Boarding Paperwork
- Sample Files Received
- Customer Training Overview

Phase 3 – Implementation

- Virtual Site Configuration
- Biller User/Roles Setup
- Integration Coding
- IVR Setup
- Marketing Schedule Finalized

Phase 5 – Go Live Preparation

- Marketing Complete
- Customer Stakeholder Sign-off
- Production Data Loaded
- Post-Live Support Overview
- Biller Go Live!

Phase 2 – Integration (if applicable)

- Discovery
- Integration Design
- Integration Development
- Systems Integration Testing (SIT)
- Approval and Release

Phase 4 – Training & Testing

- Customer Training
- Internal Acceptance Testing (IAT)
- Customer Demonstration
- User Acceptance Testing (UAT)
- Go Live Date Confirmed

13. Implementation-Related Fees

During Implementation, Invoice Cloud will provide access to the Service, including one (1) production and one (1) test environment, with additional environments available for an additional fee. Access to these environments is essential to many Implementation project tasks, including configuration, customization, system integration, testing, training, and other Go Live preparation tasks. In the event Biller has not gone live with the Services within the number of months set forth in the Biller Order Form, a monthly Pre Launch Hosting Fee will be assessed to continue providing these environments until the Go Live Date.

An Implementation Fee will be charged to cover the planning, configuration, integration support, testing coordination, and initial deployment services required to successfully implement the Service. This fee also covers the allocation of dedicated project resources, access to Implementation tools and environments, and delivery of best-practice onboarding tailored to Biller's requirements. The Implementation Fee will be payable as outlined in the Biller Order Form payment schedule. Work on Implementation will not begin until Invoice Cloud receives the Implementation Fee, as set forth in the Biller Order Form.

Invoice Cloud reserves the right to charge, at its standard rates as provided below, for changes and additions to an approved Implementation scope or integration design and for cases where Biller or other vendors fail to meet

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agreed-upon project schedule commitments. Fees may also be incurred for any Implementation, or post-Implementation, Biller requests, including any of the following services:

- a. Custom development and features not stated on the SOW, and change requests and modifications to existing platform functionality not stated in the SOW.
- b. Required integration of new or additional CIS or core billing systems not stated in the SOW, including future Biller replacement or upgrade of its existing complementary software system(s).
- c. Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to the Biller's specifications after the Biller has signed off on the relevant specification or the Service is in production.
- d. Custom reports, custom data extracts, and other custom export files.
- e. Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

Invoice Cloud's standard rates for work performed on changes or additions to Implementation or for Biller requests post-Implementation are \$250 per hour for engineering work and \$225 for consulting and project management. Invoice Cloud may charge additional fees for certain Biller requests, which shall be agreed to in writing by both parties prior to any work being performed on such requests.

14. System Integration

The appendices, if any, attached hereto detail the integration requirements between the Service and the Biller's CIS or core billing system and provide any custom work or additional requirements that may apply to the integration.

This SOW does not include detailed requirements for integrating the EBPP UI/UX pages with Biller's CIS or core billing system portal. However, these will be discussed and documented during the Implementation project discovery phase. For whatever use cases are required, e.g., Biller's Customer, CSR/Agent, Administrator, etc., an Invoice Cloud Solutions Engineer will provide Biller and System Integrator developers with the API coaching and support required to leverage the required EBPP Platform UI/UX web services.

15. Support & Training

- a. Business Hours — Invoice Cloud's business hours are Monday through Friday from 8:00 AM to 8:00 PM Eastern Standard Time (EST). Note: Biller Support hours are 8:00 AM to 8:00 PM EST. Support hours for Biller's customers are 8:00 AM to 4:00 PM EST.
- b. Help Desk — The Service will provide a helpdesk ticketing system for Biller within the Invoice Cloud Biller Portal to get help from the Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. Support for Biller's Customers — Support is two-tiered, with Biller staff as the first line of support regarding account registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.

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- d. **Biller Support** — If Biller encounters an inquiry that it cannot resolve, Biller should create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and, if applicable, provide training to Biller to allow the address of tickets in a timely matter, often within twenty-four (24) business hours. Technical support is available during business hours.
- **Routine Technical Support** — Technical Support is available during business hours. The Biller may call customer support directly; however, the helpdesk ticketing system is encouraged as the preferred contact method. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - **Emergency After-Hours Support** — The helpdesk service is monitored after business hours, and Invoice Cloud aims to address all emergency support issues within one (1) hour. An emergency support issue involves the system being down and inoperable and does not include payment issues. The Biller may request that an email notification be provided if the system is down and inoperable.
- e. **Service Enhancements** — Most enhancements do not require action on the part of Biller. Upgrades, as agreed, are done at the Invoice Cloud server level, so there are no mandatory actions for Biller. Enhancements do not affect support levels.
- f. **Biller Training** — Biller staff will be guided in using the system through in-house training, documentation, remote live sessions, and access to our client support team.
- All standard training will be done remotely. Invoice Cloud training includes our Customer Portal and the Invoice Cloud Biller Portal.
 - Biller's technical staff receives separate training on uploading bill files and other applicable processes.
 - Biller will receive ongoing phone and Go-To-Meeting training during the first month of use at no additional cost.

16. Marketing

Invoice Cloud provides marketing support at no charge for Billers to promote Invoice Cloud's digital payment capabilities and user experiences to Biller's customers.

Invoice Cloud's marketing team will schedule a one (1) hour conference call to review best practices for promoting the Service. Sample templates for the items below will be provided with customizations available upon request. The marketing collateral that Invoice Cloud provides may include:

- a. Bill Inserts
- b. Newsletters
- c. Envelope Teasers
- d. Pay Button Link
- e. Posters with Acrylic Stands for Payment Counters
- f. Business "take-away" cards with QR code

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- g. Local cable/TV station announcement

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Appendix A – System Integration Requirements

Modules & Features	Muni-Link	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
IVR	Supported	
Online Bank Direct	Supported	
POS (EMV)	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
AgentConnect	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Web Services	As Needed (Each Billing Cycle)
Account Balances	Web Services	Real-Time (RTDR)
Payments	Web Services	Near-Time (Data Pump)
AutoPay Flags (Changelogs)	Web Services	Near-Time (Data Pump)
Paperless Flags (Changelogs)	Web Services	Near-Time (Data Pump)
Block Payment Method (Credit/ACH)	Web Services	Real-Time (RTDR)
INVOICE FILES		
IC BIF File	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS	Muni-Link Portal	
Single Sign-On (SSO)	Supported	
Enrolled/Registered Payment Experience	IC Embedded iFrames	

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Submitter
Biller Pays Network Fees		No	

CURRENT BILLING DETAILS

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900

Avg CC Transaction \$	220.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1900
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [ACH Migration] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.25	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

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

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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SALES INFORMATION

IC Sales Rep	Jack Andresino	Vertical	Local Gov (Util, Tax, Misc)
Order Date	9/9/2026	Billing Software	Muni-Link

BILLER INFORMATION

Ownership Type	Publicly Owned Utility (POU)			Phone	(814) 355-1501 Ext. 210	Fax	
Full Legal Name	Borough of Bellefonte, PA			Website URL	bellefontepa.gov		
Address 1	236 W Lamb St			Bus. Open Date			
Address 2				Federal Tax ID			
City	Bellefonte			*Federal Tax ID and Legal Name must match on all documents			
State	PA	ZIP	16823				

BILLER CONTACT

Primary Contact Name	Barbi Watson	
Phone	814-355-1501	
Email Address	bwatson@bellefontepa.gov	

SIGNING AUTHORITY

Name	David Pribulka	Title	Borough Manager
Phone	(814) 355-1501 ext. 214	Fax	
		Email Address	dpribulka@bellefontepa.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

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

Billing Method	Direct Debit	
Routing #		Last 4 Acct #

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]
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BILLER PRICING (see attached Invoice Type Parameter Sheet(s) for invoice-type-specific pricing; see also Implementation Fee Details section below for additional pricing information)**

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed (\$)	\$190.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.10
Pre Launch Hosting Fee	Monthly	Fixed (\$)	\$10.00

HARDWARE

Card Reader Type	EMV	Quantity	1	Cost per Reader	\$50.00
Card Reader	PAX A920Pro			Billing Interval	Monthly
Shipping Address (if different than location address)					

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months
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IMPLEMENTATION FEE DETAILS

Fee Description	Interval	Cost
Implementation Fee (as described in the SOW)	One-Time	
Pre Launch Hosting Fee** Amount	Months until Pre Launch Hosting Fee Starts	
\$10.00		

****Biller is responsible for paying the Pre Launch Hosting Fee Amount if the number of months listed in "Months until Pre Launch Hosting Fee Starts" elapses following the Effective Date and Biller's Go Live Date has not occurred. Once in effect, the Pre Launch Hosting Fee Amount will be charged to Biller each month until the Go Live Date occurs.**

NOTES/SPECIAL HANDLING

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION AND AGREEMENT

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

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

Accepted by Biller:

X

Corporate Officer/Authorized Official

David Pribulka

Printed Name

Borough Manager

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title