

SALES INFORMATION					
IC Sales Rep	Dan Heffernan			Vertical	Local Gov (Util, Tax, Misc)
Order Date	11/9/2020	Sales Partner	Caselle, Inc (Corporate)	Software Partner	Caselle - Corporate
PRODUCTS AND SERVICES					
Products	[EBPP] [Cloud Store] [IVR] [OBD]				
PAYMENT METHODS ACCEPTED					
Payment Types	[VISA/Mastercard/Discover] [ACH/EFT]				
BILLER INFORMATION					
Ownership Type	Government		Phone	541-574-0603	Fax
Legal Name	City of Newport		Website URL	http://www.newportoregon.gov/	
Address 1	169 Southwest Coast Highway		Bus. Open Date	7/4/1866	
Address 2			Federal Tax ID	93-6002222	
City	Newport		<i>*Federal Tax ID and Legal Name must match on all documents</i>		
State	OR	ZIP	97365		
BILLER CONTACT					
Primary Contact Name	Mike Murzynsky				
Phone	(541)574-0610				
Email Address	m.murzynsky@newportoregon.gov				
SIGNING AUTHORITY					
Name	Spencer Nebel		Title	City Manager	
Phone	541-574-0603	Fax	Email Address	s.nebel@newportoregon.gov	
BILLER PRICING					
Description	Interval	Cost Type	Cost		
Biller Portal Access Fee	Monthly	Fixed (\$)	\$100.00		
IC Payment Transaction Fee - Credit Card	Per Transaction	Fixed (\$)	\$0.20		
IC Percent Of Volume Fee - Credit Card	Per Transaction	Percent (%)	0.65%		
IC Payment Transaction Fee - EFT	Per Transaction	Fixed (\$)	\$0.65		
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.40		
IC Payment Transaction Fee - Online Bank Direct	Per Transaction	Fixed (\$)	\$0.20		
IC IVR Payment Transaction Fee - Credit Card	Per Transaction	Fixed (\$)	\$0.95		
IC IVR Payment Transaction Fee - EFT	Per Transaction	Fixed (\$)	\$0.95		
HARDWARE					
Card Reader Type	Swipe Only	Quantity	0	Cost per Reader	0.00
Card Reader	IDTech SREDKey			Billing Interval	Monthly
Shipping Addr. (if different than location address)					

Kiosk Type	Device Quantity	Per Device Txn Min
Standard/In-Door	0	750
Thru-Wall	0	800
Outdoor Model	0	850

Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference

**BILLER BANK INFO**

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

Billing Method	Monthly Invoice (Net 30)	Bank Name	Umpqua Bank
Name on Account	City of Newport	Phone	541-574-6223
Bank Address	1250 N Coast Hwy		
	Newport, OR 97365		
Routing #	123205054	Last 4 Acct #	3818

**DATA RETENTION**

Months to Keep	24	*Additional Fees apply if greater than 24 months
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**NOTES/SPECIAL HANDLING**

*(This section is currently blank and highlighted in yellow.)*

**CERTIFICATION AND AGREEMENT**

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit 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 account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms 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 (including a spouse if in a community property state); (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 be bound by the Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this 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) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository 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. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

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

12/16/2020

Accepted by Biller:

X

*Spencer Nebel*

Corporate Officer

Spencer Nebel

Printed Name

City Manager

Title

Accepted by Invoice Cloud, Inc.:

X

*Robert Lapides*

Corporate Officer

Robert Lapides

Printed Name

President

Title

**INVOICE PARAMETERS**

*Invoice Parameters must be completed for each invoice type*

Invoice Type Bill Software	Utility Caselle	Pricing Model Non-Submitter: Interchange Paid By	Non-Submitter Bill								
<b>BILLING DETAILS</b>											
Please indicate which months bills are sent by placing the bill count for each month below:											
Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500
Avg Invoice \$	152.00	Max Invoice \$	5000.00	Bill Frequency	Monthly	BPM	4500				
<b>SERVICE FEES</b>											
Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount							
All Payment Sources	Credit/Debit										
All Payment Sources	ACH/EFT										
Kiosk	All Payment Methods										
IVR Surcharge	All Payment Methods										
<b>PAYMENT SOURCE EXCEPTIONS</b>											
<b>MAX PAYMENT CAP</b>											
CC Max	5000.00	ACH Max (\$)	125000.00								
<b>BILLER DEPOSITORY BANK INFO</b>											
<i>Note: must include voided business check or bank letter for each unique account</i>											
Routing #	123205054	Last 4 Acct #	3818								
<b>NOTES/SPECIAL HANDLING</b>											
Utility EBPP Cards: Interchange, Fees, Dues, and Assessments + \$0.20 + 0.65% ACH/EFT: \$0.65											

**INVOICE PARAMETERS**

*Invoice Parameters must be completed for each invoice type*

Invoice Type Biller Software	City Leases Caselle	Pricing Model Non-Submitter: Interchange Paid By	Non-Submitter Biller
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**BILLING DETAILS**

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
10	10	10	10	10	10	10	10	10	10	10	10

Avg Invoice \$  Max Invoice \$  Bill Frequency  BPM

**SERVICE FEES**

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

**PAYMENT SOURCE EXCEPTIONS**

**MAX PAYMENT CAP**

CC Max	<input type="text" value="2000.00"/>	ACH Max (\$)	<input type="text" value="125000.00"/>
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**BILLER DEPOSITORY BANK INFO**

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

Routing #  Last 4 Acct #

**NOTES/SPECIAL HANDLING**

Cloud Store for City Leases (EBPP Through Caselle AR Module)  
 Cards: Interchange, Fees, Dues, and Assessments + \$0.20 + 0.65%  
 ACH/EFT: \$0.65

**INVOICE PARAMETERS**

*Invoice Parameters must be completed for each invoice type*

Invoice Type Biller Software	Court Caselle	Pricing Model Non-Submitter: Interchange Paid By	Non-Submitter Biller								
<b>BILLING DETAILS</b>											
Please indicate which months bills are sent by placing the bill count for each month below:											
Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
25	25	25	25	25	25	25	25	25	25	25	25
Avg Invoice \$	50.00	Max Invoice \$	5000.00	Bill Frequency	Monthly	BPM	25				
<b>SERVICE FEES</b>											
Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount							
All Payment Sources	Credit/Debit										
All Payment Sources	ACH/EFT										
Kiosk	All Payment Methods										
IVR Surcharge	All Payment Methods										
<b>PAYMENT SOURCE EXCEPTIONS</b>											
<b>MAX PAYMENT CAP</b>											
CC Max	5000.00	ACH Max (\$)	125000.00								
<b>BILLER DEPOSITORY BANK INFO</b>											
<i>Note: must include voided business check or bank letter for each unique account</i>											
Routing #	123305054	Last 4 Acct #	3818								
<b>NOTES/SPECIAL HANDLING</b>											
Cloud Store for Court-related payments Cards: Interchange, Fees, Dues, and Assessments + \$0.20 + 0.65% ACH/EFT: \$0.65											

**INVOICE PARAMETERS**

*Invoice Parameters must be completed for each invoice type*

Invoice Type Biller Software	Business Licenses Caselle	Pricing Model Non-Submitter: Interchange Paid By	Non-Submitter Biller
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**BILLING DETAILS**

Please indicate which months bills are *sent* by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
60	60	60	60	60	60	60	60	60	60	60	60

Avg Invoice \$	250.00	Max Invoice \$	1000.00	Bill Frequency	Monthly	BPM	60
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**SERVICE FEES**

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

**PAYMENT SOURCE EXCEPTIONS**

**MAX PAYMENT CAP**

CC Max	1000.00	ACH Max (\$)	125000.00
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**BILLER DEPOSITORY BANK INFO**

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

Routing #	123305054	Last 4 Acct #	3818
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**NOTES/SPECIAL HANDLING**

Cloud Store for Business Licenses  
 Cards: Interchange, Fees, Dues, and Assessments + \$0.20 + 0.65%  
 ACH/EFT: \$0.65

**INVOICE PARAMETERS**

*Invoice Parameters must be completed for each invoice type*

Invoice Type	Room Tax	Pricing Model	Non-Submitter
Bill Software	Caselle	Non-Submitter: Interchange Paid By	Billers

**BILLING DETAILS**

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
80	80	80	80	80	80	80	80	80	80	80	80

Avg Invoice \$  Max Invoice \$  Bill Frequency  BPM

**SERVICE FEES**

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

**PAYMENT SOURCE EXCEPTIONS**

**MAX PAYMENT CAP**

CC Max		ACH Max (\$)	125000.00
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**BILLER DEPOSITORY BANK INFO**

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

Routing #  Last 4 Acct #

**NOTES/SPECIAL HANDLING**

Cloud Store for Room Tax - ACH/EFT Only. No card payments accepted  
ACH/EFT: \$0.65



**INVOICE PARAMETERS**

Invoice Parameters must be completed for each invoice type

Invoice Type	Airport	Pricing Model	Non-Submitter
Bill Software	Caselle	Non-Submitter: Interchange Paid By	Bill

**BILLING DETAILS**

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
17	17	17	17	17	17	17	17	17	17	17	17

Avg Invoice \$  Max Invoice \$  Bill Frequency  BPM

**SERVICE FEES**

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

**PAYMENT SOURCE EXCEPTIONS**

**MAX PAYMENT CAP**

CC Max	<input type="text" value="1000.00"/>	ACH Max (\$)	<input type="text" value="125000.00"/>
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**BILLER DEPOSITORY BANK INFO**

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

Routing #  Last 4 Acct #

**NOTES/SPECIAL HANDLING**

Cloud Store for Airport Fees (EBPP through Caselle AR Module)  
 Cards: Interchange, Fees, Dues, and Assessments + \$0.20 + 0.65%  
 ACH/EFT: \$0.65

## Biller Agreement

**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 sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the 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 type selected in the Biller Order Form throughout the term of this Agreement.

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 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 reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**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 considers 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 required to perform the Services under this Agreement 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, customer and/or prospective customer information, product features and plans, 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.

## Biller Agreement

**5. Billing and Renewal.** 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 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 any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall commence of the execution date of the Biller Order Form and continue for a period of three (3) years after the date that the first transactions are processed through the Service ("**Initial Term**") and will automatically renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial 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. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the 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 computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill 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 Order Form 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. 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 SERVICES 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 DELAY 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 processor, 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 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

## Biller Agreement

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, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the 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 not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

**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) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH 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 303, Braintree, MA 02184 Attention: Client Services. 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:

## Biller Agreement

- 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 owned, 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.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. 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.** 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, if applicable) shall 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 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 can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

# Invoice Cloud Statement of Work *City of Newport, OR*

## **Overview**

The Invoice Cloud (IC) suite of services (The Service) will give the *City of Newport* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *City of Newport* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

## **Definitions:**

1. **Biller – Merchant / *City of Newport***
2. **Payer – Client customer, resident, person paying a bill or invoice**
3. **EBPP – Electronic Bill Presentment & Payment**
4. **Bill – Bill and Invoice are used synonymously throughout this document**
5. **RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function**
6. **NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes**

## **1. Security and Industry Compliance**

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

## **2. Data Integration**

Invoice Cloud does maintain an integration with *Caselle, Inc.* The integration for the *City of Newport* will include the functionality found in Appendix B and Appendix C.

## **3. Payer Portal**

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- d. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- f. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- g. The system will accept partial, full, or overpayments as defined by the Biller.
- h. The Payer will register with the Service using the authentication method designated by Biller.
- i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- j. The Payer will receive an email confirmation of payment after any payment process.
- k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- l. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- n. The Service includes shopping cart functionality.
- o. The Service will allow the Payer the option to elect paperless billing.
- p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

#### 4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
  - 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 (this is the ticketing system available in the Invoice Cloud payer portal).
  - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
  - allowing customers to update their phone or mailing address through the payer portal
  - allowing customers to pay less than, or more than the balance due based on receivable type
  - updating Refund Policy description
  - updating customer service phone number

**5. Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request 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 asterisk (\*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers\*
- c. Search Invoices
- d. Search Payment Transactions\*
- e. Monthly Summary
- f. Registration Report\*
- g. Autopay Report\*
- h. Paperless Report\*
- i. Data Synchronization History
- j. EFT/ACH Rejects\*
- k. View Scheduled Payments\*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received\*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
  - Email Statistics
  - Email Tracking
  - Bounced Email Report

**6. Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for Auto-Pay.
- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.



- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay 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
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 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

**7. Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

## 8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

## 9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer 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.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will 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. Biller and technical support is available during business hours.
  - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
  - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event 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 to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use 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's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
  - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
  - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

## 10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

**11. CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

**12. CloudSMSConnect™**

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

**13. CloudStore™**

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

**14. Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices

- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Newport**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

**City of Newport**

**Invoice Cloud, Inc.**

By: Spencer Nebel

By: Robert Lapidus

Printed Name: Spencer Nebel

Printed Name: Robert Lapidus

Title: City Manager

Title: President, Invoice Cloud

Date: 12/16/2020

Date: 11/9/2020

## Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

**NONE**

## Appendix B: Integration Supported Features

Modules & Features		
<b>PRODUCTS</b>		
Invoice Types	Utility (EBPP), Misc AR (Cloud Store)	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
<b>DATA EXCHANGE</b>	<b>Method</b>	<b>Frequency</b>
Invoices	Stratus	Daily
Payments	Lockbox/Payment File	Daily
AutoPay Flags	Manual via Biller Portal	As Needed
Paperless Flags	IC Change Log File	Daily
Account Balances	Adjustment/Balance File - Stratus	Daily
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As Needed
<b>INVOICE FILES</b>		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
<b>BILL PRESENTMENT</b>		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Not Supported	
<b>BATCH CLOSE</b>		
Standard or Custom	Standard	
<b>CUSTOM OPTIONS</b>		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

## Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

# formstack sign Document Completion Certificate

Document Reference : 2655fb21-e805-4a2e-a654-95cc044407c3  
Document Title : Invoice Cloud / City of Newport, OR - Contract  
Document Region : Northern Virginia  
Sender Name : Dan Heffernan  
Sender Email : dheffernan@invoicecloud.com  
Total Document Pages : 23  
Secondary Security : Not Required  
Participants

1. Michael Murzynsky (m.murzynsky@newportoregon.gov)
2. Spencer Nebel (s.nebel@newportoregon.gov)

## Document History

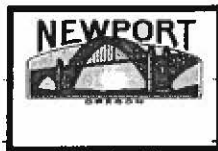
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12/11/2020 11:20AM EST	Sender downloaded document.
12/11/2020 11:22AM EST	Michael Murzynsky (m.murzynsky@newportoregon.gov) has agreed to terms of service and to do business electronically with Dan Heffernan (dheffernan@invoicecloud.com). 206.192.234.148 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36 Edge/18.18363



## Document History

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12/16/2020 12:39PM EST	Spencer Nebel (s.nebel@newportoregon.gov) has agreed to terms of service and to do business electronically with Dan Heffernan (dheffernan@invoicecloud.com). 206.192.234.148 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/87.0.4280.88 Safari/537.36 Edg/87.0.664.60
12/16/2020 12:39PM EST	Signed by Spencer Nebel (s.nebel@newportoregon.gov). 206.192.234.148 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/87.0.4280.88 Safari/537.36 Edg/87.0.664.60
12/16/2020 12:39PM EST	Document copy sent to Michael Murzynsky (m.murzynsky@newportoregon.gov).
12/16/2020 12:39PM EST	Document copy sent to Spencer Nebel (s.nebel@newportoregon.gov).





**AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: INVOICE CLOUD CONTRACT Date: 12/11/20

Statement of Purpose: CONTRACT WITH INVOICE CLOUD TO REPLACE XPRESS BILL PAY

Department Head Signature: [Signature]

Remarks, if any: APPROVED BY DAVID ALLEN 11/20/20 EMAIL (ATTACHED)

City Attorney Review and Signature: David W. Allen Date: 11/20/2020 Review

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: Signature Yes  No  N/A

Certificate of Insurance Attached: Yes  No  N/A

City Council Approval Needed: Yes  No  Date: 12/7/20

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 12/16/20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 12/23/2020

Date posted on website: 12/23/20



## Michael Murzynsky

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**From:** David Allen  
**Sent:** Friday, November 20, 2020 4:06 PM  
**To:** Michael Murzynsky  
**Cc:** Spencer Nebel  
**Subject:** Re: Invoice Cloud - Biller Agreement  
**Attachments:** InvoiceCloud Biller Agreement.pdf

Thanks, Mike ... a couple of issues in the Indemnification (sec. 10) and Limitation of Liability (sec. 12) provisions, but per our discussion in your office this afternoon, it looks okay for council approval on Dec. 7. --David

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**From:** Michael Murzynsky  
**Sent:** Thursday, November 19, 2020 8:35 AM  
**To:** David Allen <D.Allen@NewportOregon.gov>  
**Subject:** Invoice Cloud - Biller Agreement

David,  
A. Schmier

Is it okay to move forward with this biller agreement with Invoice Cloud? I would like to get this on the December 7<sup>th</sup> agenda for Council approval so let me know.

Thanks, Mike

Mike

Michael A Murzynsky  
Finance Director  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

Phone: 541-574-0610

Is it okay to move forward

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**From:** Michael Murzynsky  
**Sent:** Monday, November 09, 2020 12:52 PM  
**To:** David Allen <d.allen@newportoregon.gov>  
**Subject:** Invoice Cloud - Biller Agreement

David,

Here is the Biller Agreement for the Invoice Cloud contract. Let me know if you have any legal questions and we can initiate a legal review with Invoice Cloud.

Mike

Michael A Murzynsky  
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