

## **AMENDMENT NO. 4 TO MASTER SERVICES AGREEMENT EFFECTIVE MARCH 30, 2018**

This Amendment No. 4 (“Amendment”) amends the Master Services Agreement effective as of March 30, 2018, which was modified by Amending Agreement dated January 16 2020, Amendment No.2 dated September 18, 2020 and Amendment No.3 dated April 1, 2021 (collectively, the “Agreement”) between City of Broken Arrow (“Client”) with a principal place of business located at 220 S. First St., Broken Arrow, OK 74012 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment is effective at the time of the last to sign of the Parties (“Amendment Effective Date”).

### **STATEMENT OF PURPOSE**

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

The Parties agree to amend the Agreement to extend the term to July 22, 2031.

### **AGREEMENT**

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

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

1.1 The Parties currently agree to extend the term of the Agreement to July 22, 2031 (“Term”). At the end of the Term, the Agreement will automatically renew for successive three (3) year periods (“Renewal Term”) unless either Client or Paymentus provides the other Party with not less than six (6) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

1.2 In accordance with Section 1.1 of this Amendment, Paymentus agrees to waive the project costs related to the implementation of VXsmart Integration.

2. **Miscellaneous:**

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

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

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

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

**CITY OF BROKEN ARROW**

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

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

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

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

**PAYMENTUS CORPORATION**

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

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

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

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