



PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this **29th day of January** in the year **2026** by and between **THE CITY OF VINELAND**, in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City**, and

Hereinafter "**Contractor**", **Invoice Cloud Inc.**
10 Fan Pier Blvd., Suite 4
Boston, MA 02210

City Contract # & Title: - **Contract C25-39P**
Professional Services – To Provide Online Payment Processing
Services For Vineland Municipal Utilities, RFP 2025-39

WITNESSETH: that **City** and **Contractor**, for the consideration hereinafter named, covenant and agree as follows:

1. **The Contractor**, pursuant to the Request for Proposals (**COV RFP 2025-39**) received by the **City** on **December 3, 2025** and **Resolution No. 2026-32** adopted on **January 27, 2026**, of the **City** accepting said proposal which includes Request for Proposals, and resolution are herein incorporated by reference thereto, agrees to perform all work and/or services required by said agreement and in accordance with said submitted agreement by the Contractor and to otherwise comply with all requirements contained therein.
2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, City Council and/or Purchasing Agent of the City of Vineland.
3. As consideration for the **Contractor** complying with the terms, covenants and conditions herein, the Contractor shall charge the **City**, fees as stated and awarded per **Resolution No. 2026-32**, for services in accordance with proposal **for a contract period of January 1, 2026 to December 31, 2026 with option to renew for (3) one (1) year periods.**
4. Subject to the terms and conditions of Exhibit A hereto (Biller Documents). Should the **Contractor** fail to carry out the terms of this Contract as herein prescribed, the **City** may terminate this Contract in its entirety based on the biller document and serve said notice addressed to **Contractor's** last known mailing address to complete the Contract. Subject to the biller documents. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law.

5. The **Contractor** hereby agrees to indemnify and save harmless the **City** from and for any damages or injury, including death and/or property loss for which it may become liable by reason of any negligence or carelessness on the part of the **Contractor**, resulting in death, damage to tangible personal property or personal injury, or on the part of its successors, assigns, agents, servants, or employees from the action of the elements.
6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

Employment Information Report AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

7. **Political Contribution Disclosure.** This contract has been awarded to **Invoice Cloud, Inc.** based on the merits and abilities to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, the undersigned does hereby attest that **Invoice Cloud, Inc.**, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made any contribution of money or any other thing of value, including in-kind contributions that are reportable pursuant to City Ordinance and the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cumberland, City of Vineland, NJ; if a member of that political party is serving in an elective public office of the City of Vineland, County of Cumberland, NJ the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Vineland, County of Cumberland, NJ when the contract is awarded.
8. This Agreement incorporates by reference the terms and conditions in the Biller Order Form, Biller Agreement, and Statement of Work Entered into by and between the parties.
9. **IN WITNESS WHEREOF**, the parties named herein have hereunto set their hands and seals and the day and year first above written, pursuant to attached resolution.

ATTEST:

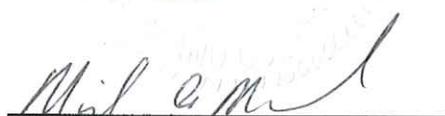
The City of Vineland



Anthony R. Fanucci, Mayor



Richard G. Franchetta, City Clerk

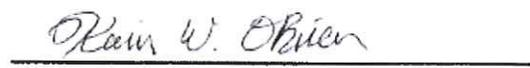


Miguel A. Mercado, QPA
Purchasing Agent

Invoice Cloud, Inc.

Kevin O'Brien CEO

Name & Title- (please print or type)



Signature

Date 2/19/2026

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Introduction

The Invoice Cloud Electronic Bill Presentment and Payment (EBPP) SaaS Platform (the Service) provides the City of Vineland, NJ (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. re

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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*
- AutoPay Report*
- Paperless Report*
- Data Synchronization History
- EFT/ACH Rejects*
- Total Outstanding Invoices
- Email Notification Summary
- Email Statistics
- Email Tracking
- 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
 - Third Invoice Email Notification
 - Declined AutoPay Transaction
 - Declined Scheduled Payment Notification
 - AutoPay Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Scheduled Payment Confirmation
 - Scheduled Payment Reminder
 - Online Bank Direct Payment Receipt
 - Linked Accounts Second Notice Notification
 - AutoPay Off Confirmation
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Canceled
 - Second Invoice Email Notification
 - Payment Transaction Receipt
 - Late Fee Email Notification
 - Registered Customer Welcome Email
 - Paperless Registration Notification
 - Credit Card Expiration Notification
 - AutoPay Reminder Notification
 - Paperless Off Confirmation
 - Linked Accounts First Notice Notification
 - Linked Accounts Third Notice Notification
 - Conveyed Customer Notification
 - Recurring Scheduled Payment Confirmation

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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.
 - 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.
- b. 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.
- c. 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.
- d. Data Conversions
 - Coordinate data exports from legacy payment systems for ACH, autopay, and user registration conversions.
 - Perform necessary data cleansing and preparation for migration.
- e. 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.
- f. User Acceptance Testing (UAT)
 - Begin testing within a week from the initial delivery of the test platform from Invoice Cloud and make continuous efforts to complete testing.

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- 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.
- g. 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 2 – Integration (if applicable)

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

Phase 3 – Implementation

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

Phase 4 – Training & Testing

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

Phase 5 – Go Live Preparation

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

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

Appendix B details the data synchronization integration requirements between the Service and the Biller's CIS or core billing system.

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.
- 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

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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
- g. Local cable/TV station announcement

**Invoice Cloud, Inc.
Statement of Work
City of Vineland, NJ**

[SIGNATURE PAGE FOLLOWS]

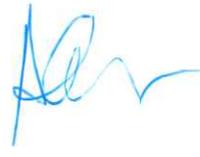
**Invoice Cloud, Inc.
Statement of Work
City of Vineland, NJ**

Signature Page

This SOW references many products, services, and payment methods. However, only the specific products, services, and payment methods selected by the City of Vineland, NJ, as outlined in the Biller Order Form, are included in the delivery.

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

City of Vineland, NJ

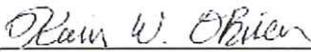
By: Tony Quigley 

Printed Name: Tony Quigley

Title: Dir. of Information Systems

Date: 2/26/26

Invoice Cloud, Inc.

By: Kevin W. O'Brien 

Printed Name: Kevin W. O'Brien

Title: Chief Executive Officer

Date: 2/25/2026

Appendix A – Implementation Scope and Service Modifications

None

Appendix B – System Integration Requirements

Modules & Features	Cayenta	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Cloud CSR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	SFTP	As Needed
Payments	Web Services	Near-Time (Data Pump)
AutoPay Flags	Web Services	Near-Time (Data Pump)
Paperless Flags	Web Services	Near-Time (Data Pump)
Adjustments (Account Balances)	Web Services	Real-Time (RTDR)
Block Payment Method (Credit/ACH)	Web Services	Real-Time (RTDR)
INVOICE FILES		
Cayenta XML Format	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-On	Supported	

Appendix C – Project Deliverables

Deliverable
Sample invoice file (BIF)
Cayenta web services installed
Firewall access granted – whitelist required IP addresses
SSO credentials conversion data (if applicable)
AutoPay conversion data (if applicable)
Paperless conversion data (if applicable)

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 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 standards), 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 under "Data Retention", and 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,

Billers Agreement

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 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 either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. 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. Separate from the conditions specified in subclauses (a) and (b) in the immediately preceding sentence, Invoice Cloud, on at least 120 days written notice to Biller prior to the expiration of the Initial Term or Renewal Term, as the case may be, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than 5%, provided, however, that such increase may not apply during the Initial Term and may not occur more than once per Renewal Term.

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 one (1) year 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 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 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 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 and incorporated 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;

Biller Agreement

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.

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 of: (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 charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated on the SOW and Biller Order Form change requests and modifications to existing platform functionality not stated in the SOW and Biller Order Form;
- Additional integrations or integration modifications after Go Live Date, not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties;
- Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

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

Biller Agreement

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 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. 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 can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using.

(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 the Biller.

SALES INFORMATION			
IC Sales Rep	Rich Plese	Vertical	Enterprise Utility
Order Date	2/25/2026	Billing Software	Harris - Cayenta

BILLER INFORMATION			
Ownership Type	Government	Phone	(856) 794-4021 Fax
Full Legal Name	City of Vineland	Website URL	https://utilities.vinelandcity.org
Address 1	640 E. Wood Street	Bus. Open Date	7/1/1952
Address 2		Federal Tax ID	216001670
City	Vineland	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	NJ	ZIP	08360

BILLER CONTACT	
Primary Contact Name	Tony Quigley
Phone	(856) 794-4000 x4345
Email Address	aquigley@vinelandcity.org

SIGNING AUTHORITY			
Name	Tony Quigley	Title	Director of Information Systems & Director of Customer Service
Phone	(856) 794-4000 x4345	Fax	
		Email Address	aquigley@vinelandcity.org

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	Last 4 Acct #	2040
Routing #	231270353		

PAYMENT METHODS ACCEPTED	
Payment Methods	[VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

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
Cloud Access Fee	Monthly	Fixed (\$)	\$25.00
Biller Portal Access Fee	Monthly	Fixed (\$)	\$0.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$0.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$0.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$0.00

HARDWARE			
Card Reader Type		Quantity	Cost per Reader
Card Reader			Billing Interval

Shipping Address
(if different than location
address)

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months
----------------	----	--

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	
\$		

***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]

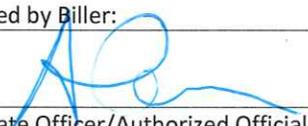
CERTIFICATION AND AGREEMENT

- 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 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, Biller : (1) acknowledges and agrees that it has read, agrees to, and ratifies the Biller Agreement, Biller T+C (referenced in and incorporated by the Biller Agreement), the SOW, and all other Order Forms previously executed by the Biller.; (2) certifies that all information and documents submitted in connection with this Biller Order Form are true and complete; (3) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (4) agrees to pay the Monthly Platform Fee Amount, where applicable, through the last day of the month following the effective date of termination as provided in the Biller Agreement; (5) agrees that Biller and each transaction submitted will continue to be bound by the Biller Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (6) agrees that it 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 Biller Order Form changes; and (7) agrees that 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. The Corporate Officer/Authorized Official signing this Biller Order Form on behalf of Biller in the space designated below hereby represents, warrants and certifies to Invoice Cloud that he/she is duly authorized by the Biller to sign this Biller Order Form on behalf of the Biller and to bind the Biller to the terms and conditions set forth herein
- D. 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.
- E. This Biller Order Form will become effective only when signed by Invoice Cloud.
- F. Incorporation by Reference: All exhibits, schedules, appendices, attachments, and documents referenced in this Biller Order Form, including without limitation the Biller Agreement, Biller T+C, and SOW, are hereby incorporated by reference and made a part of this Biller Order Form as if fully set forth herein.

In WITNESS WHEREOF, the parties have executed this Biller Order Form as of this day:

Accepted by Biller:

X



Corporate Officer/Authorized Official

Tony Quigley

Printed Name

Director of Information Systems
& Director of Customer Service

Title

Accepted by Invoice Cloud, Inc.:

X



Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utilities	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
25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000

Avg CC Transaction \$	150.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	25000
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PRODUCTS AND SERVICES	
Products and Services	[EBPP] [IVR]

TRANSACTIONAL PRICING (Paid by Biller)				
Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
Auto Pay	ACH/EFT		\$0.00	

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	\$3.25	Fixed (\$)	
All Payment Sources	ACH/EFT	\$2.95	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.00	Fixed (\$)	

SERVICE FEE EXCEPTIONS

Auto Pay	ACH/EFT	\$0.00	Fixed (\$)	
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MAX PAYMENT CAP			
Card and PayPal Max (\$)	500	ACH Max (\$)	125,000

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)			
<i>Note: must include voided business check or bank letter for each unique account</i>			
Routing #	231270353	Last 4 Acct #	2040
Last 4 Acct # for OBD			

NOTES / SPECIAL HANDLING

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Fire Inspections	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
9	9	9	9	9	9	9	9	9	9	9	9

Avg CC Transaction \$	100.00	Max Invoice \$	150.00	Bill Frequency	Monthly	Avg. Bills Per Month	9
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

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	\$3.25	Fixed (\$)	
All Payment Sources	ACH/EFT	\$2.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	500	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 #	231270353	Last 4 Acct #	6490	Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	School Counts	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
25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000

Avg CC Transaction \$	150.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	25000
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PRODUCTS AND SERVICES

Products and Services	[In-line Donations]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal			
All Payment Sources	ACH/EFT			

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	\$	Fixed (\$)	
All Payment Sources	ACH/EFT	\$	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	500	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 #	231270353	Last 4 Acct #	2040	Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Option 1: Electronic Payment Fees – Flat Service Fee Model (Paid by Customers)	
Credit/Debit Cards – All Payments Visa, MasterCard & Discover – Fee per transaction	\$3.95 (\$1,000 max)
One-time ACH Payment	\$2.95 (\$125,000 max cap/limit)
AutoPay ACH – per transaction for recurring autopay for new online enrollees who sign up online via InvoiceCloud.	No charge (\$125,000 max)
Option 2: Electronic Payment Fees – Percentage-based Service Fee Model (Paid by Customers)	
Credit/Debit Cards – All Payments Visa, MasterCard & Discover – Fee per transaction	2.75% with \$2.50 min (\$10,000 max)
One-time ACH Payment	\$2.95 (\$125,000 max)
AutoPay ACH – per transaction for recurring autopay for new online enrollees who sign up online via InvoiceCloud.	No charge (\$125,000 max)

Also attached is Invoice Cloud’s W-9 and a current Certificate of Insurance. The Certificate of Insurance is in effect through April 11, 2026, and will renew automatically upon expiration.

I am still working on the Affirmative Action document with our HR team.

Please let me know if I missed anything or if you have any questions.

Thank you!
Rich

Richard Plese
Enterprise Account Director

M: 847-337-8071
rplese@invoicecloud.com
www.invoicecloud.com



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From: Miguel Mercado <mmercado@vinelandcity.org>
Sent: Tuesday, February 10, 2026 12:57 PM
To: Rich Plese <rplese@invoicecloud.com>; Theresa Hanna <thanna@vinelandcity.org>
Cc: PurchasingOffice <PurchasingOffice@vinelandcity.org>; Richard Tonetta <rtonetta@vinelandcity.org>
Subject: RE: New Contract

[EXTERNAL E-MAIL]: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Price and Service Fee Change Request

SALES INFORMATION	
IC Sales Rep	Rich Plese
Request Date	2/25/2026
Effective Date	3/6/2026

BILLER INFORMATION	
BID #	2775
Invoice Type Name	Utilities
Biller Name	City of Vineland
Pricing Model (Submitter or Non-Submitter)	Submitter
City, State	Vineland, NJ
Invoice Paid By	f Non-Submitter: Interchange Paid By
Contact Name	Susan Baldosaro
Contact Title	Chief Financial Officer
Telephone #	856-794-4000 ext 4271

BILLER PRICING CHANGE REQUEST	
CURRENT PRICING	
Description	Interval
Cost Type	Cost
NEW PRICING	
Description	Interval
Cost Type	Cost

NOTES/SPECIAL HANDLING

SERVICE FEE CHANGE REQUEST

CURRENT SERVICE FEE STRUCTURE

Payment Source	Payment Method	Min Fee (\$)	Cost Type	Fee Amt
All Payment Sources	Credit/Debit/PayPal		Fixed (\$)	\$ 3.25
PAYMENT SOURCE EXCEPTIONS				
NEW SERVICE FEE STRUCTURE				
All Payment Sources	Credit/Debit/PayPal		Fixed (\$)	\$ 3.95
PAYMENT SOURCE EXCEPTIONS				
MAX PAYMENT CAP				
CC Max (\$)		1000.00	ACH Max (\$)	125000.00

NOTES/SPECIAL HANDLING

The City of Vineland Municipal Utilities wants to increase the max cap/limit for credit/debit card transactions to \$1,000 from the current \$500 max cap/limit. With the increased max cap/limit comes an increase in the fixed fee service fee to \$3.95 from the current \$3.25.

TRANSACTIONAL PRICING CHANGE REQUEST

CURRENT PRICING

Payment Source	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
PAYMENT SOURCE EXCEPTIONS				
NEW PRICING				
PAYMENT SOURCE EXCEPTIONS				
MAX PAYMENT CAP				
CC Max (\$)		1000.00	ACH Max (\$)	125000.00

NOTES/SPECIAL HANDLING

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[signature page follows]

Accepted by Biller:



Corporate Officer/Authorized Official

Susan Baldosaro

Printed Name

Chief Financial Officer

Title

Accepted by Invoice Cloud, Inc.:



Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title