

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT FOR SERVICES FROM MILSOFT UTILITY SOLUTIONS AND ASSOCIATED CONTRACTORS FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, the North Little Rock Electric Department (“NLRED”) currently utilizes Milsoft Utility Solutions, 4400 Buffalo Gap, Suite 5150, Abilene, Texas 79606 (“Milsoft”) for engineering and outage management services; and

WHEREAS, NLRED wishes to consolidate its services into a single-software system by utilizing the other services provided by Milsoft, including the Customer Information System, Financial Management System and Work Order Management System; and

WHEREAS, NLRED also wishes to contract with the following companies for smooth transition to the new software services:

- InvoiceCloud, Inc., Milsoft’s preferred online payment processor;
- Custom Business Systems, Milsoft’s preferred provider for bill printing; and
- Raybern Utility Solutions LLC (d/b/a Raybern Consulting), Milsoft’s preferred provider of analytic services to transition existing data to the new system.

WHEREAS, it is in the best interests of the City and its citizens to waive bidding to consolidate NLRED services into a single software system and provide for easy transition to the new system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase of software services from Milsoft Utility Solutions, pursuant to the quote attached hereto as Exhibit A.

SECTION 2: That formal bidding is hereby waived in connection with the purchase of payment processing services from InvoiceCloud, Inc., pursuant to the Biller Order Form and Statement of Work attached hereto collectively as Exhibit B.

SECTION 3: That formal bidding is hereby waived in connection with the purchase of bill printing services from Custom Business Systems, pursuant to the Master Service Agreement attached hereto as Exhibit C.

SECTION 4: That formal bidding is hereby waived in connection with the purchase of data transfer services from Raybern Utility Solutions LLC, pursuant to the Proposal attached hereto as Exhibit D.

SECTION 5: That all contracts/agreements shall be reviewed and approved by the City Attorney prior to execution.

SECTION 6: That the first year of the cost of these services shall be paid from the 2024 Electric Budget, and future costs shall be included in yearly Electric budgets

SECTION 7: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 8: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:



Mayor Terry C. Hartwick

 Diane Whitbey, City Clerk

APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	10:50	A.M.	_____	P.M.
By	H. Fields			
DATE	11-5-24			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	S. Ussery			



800-344-5647 | www.milsoft.com
4400 Buffalo Gap Road | Suite 5150 | Abilene, TX 79606

Bill To
Keith McCourt
North Little Rock Electric Department
1400 W Maryland Ave.
N Little Rock, AR, 72120
USA

Quote Number: **53119**
Date Created: 09/10/2024
Valid Until: 09/20/2024
Account Manager: Julie Henry

Accounting and Utility Billing

Quantity	Quoted Line Item	Contract Term	Price (1-Time)
1	iXp Hosted Solution Software includes Financial Management System (FMS), Work Management System (WMS), Customer Information System (CIS), eBusiness, Mobile, ePrint and existing integrations. Contract is for five (5) years. Milsoft Support not applicable.		\$80,500.00
1	Solution MDM Meter Data Management (MDM) includes integration with customer information system (CIS) and includes readings, verification, data presentment, and weather. Milsoft Support not applicable.		\$10,500.00

Accounting and Utility Billing Total: \$91,000.00

Accounting and Utility Billing - Subscription

Quantity	Quoted Line Item	Contract Term	Price (Monthly)
1	iXp Subscription Subscription for Financial Management System (FMS), Work Management System (WMS), Customer Information System (CIS), eBusiness, Mobile, ePrint, and existing integrations. Milsoft Support included.	5 Year(s)	\$6,300.00
1	Monthly Subscription MDM Subscription for Meter Data Management (MDM) includes integration with customer information system (CIS) and includes readings, verification, data presentment, and weather. Milsoft Support included.	5 Year(s)	\$880.00

Accounting and Utility Billing - Subscription Total: \$7,180.00

Field Solutions

Quantity	Quoted Line Item	Contract Term	Price (Monthly)
1	Service Orders Two-way integration to Milsoft iXP accounting system. Receives Service Orders from iXP and sends back updated customer and service/meter information.	5 Year(s)	\$1,000.00
1	FieldSyte Staking with Accounting Integration Includes MultiSpeak supported integrations, Work Orders to and from an Accounting system, Unit and Material Costing/Labor from the Inventory system, and Project posting to WindMilMap GIS. SOW Required.	5 Year(s)	\$1,750.00

Field Solutions Total: \$2,750.00

Services

Quantity	Quoted Line Item	Contract Term	Price (1-Time)
1	iXp Database Migration Conversion of utility customer, billing, and accounting data to Milsoft iXp.SOW required. Milsoft Support not applicable.		\$35,000.00
1	Integration Configuration A Milsoft integration configured for existing MultiSpeak compatible products, new vendors SOW required. Vision meters, SOW required. Milsoft Support applicable.		\$10,000.00
Services Total:			\$45,000.00

Training

Quantity	Quoted Line Item	Contract Term	Price (1-Time)
1	Initial iXp Training Plan Initial iXp Training Plan includes up to six (6) onsite trips and web training sessions. Includes all travel-related expenses.		\$60,000.00
1	Training - CIS Onsite Three (3) days of onsite Customer Information System (CIS) training and all related travel expenses. Curriculum chosen by Customer.		\$12,500.00
1	Training - FMS Onsite Three (3) days of onsite Financial Management System (FMS) training and all related travel expenses. Curriculum chosen by Customer.		\$12,500.00
1	Training - WMS Onsite Three (3) days of onsite Work Management System (WMS) training and all related travel expenses. Curriculum chosen by Customer.		\$12,500.00
1	Initial FieldSyte Staking Training Includes: three (3) days of initial on-site FieldSyte Staking training and up to three (3) hours of virtual follow-up training. Travel expenses included.		\$15,500.00
Training Total:			\$113,000.00

Non-Recurring Total: \$249,000.00

Recurring Monthly Total: \$9,930.00

Total: \$258,930.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an addendum to Customer's current contract(s).

Terms & Conditions - Services, General**Payment Terms**

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying Software solution/product, sold or subscribed separately.
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (e.g. for custom development)
 - Annual support at the rate of 20% of the retail price
 - Support invoiced separately upon installation; may be prorated to coordinate w/account renewals

Terms & Conditions – FieldSyte™ *powered by RC MapEngine™* - System or Add-ons -- Subscription**Subscription Term**

- Five (5) year initial term unless otherwise specified on the face of this Quote; commencing upon installation, typically expected within 90 days with mutual cooperation.
- Automatic (1) year renewals after initial term, unless / until canceled in writing by notice given before the next contract year; renewal pricing may be subject to change.
- *Ancillary FieldSyte products being added during an existing FieldSyte Subscription will be coordinated by proration and merging within the current term, unless otherwise specified.

Payment Terms

- Payment due in USD upon receipt of invoice
- Configuration & Setup charges (if any) covered by initial invoice.
- Subscription fees invoiced Monthly or Annually, as preferred, in advance.
- Billing to commence within 90 days of Quote Acceptance, unless otherwise agreed.

Price Inclusion

- Initial Setup and Testing.
- Subscription includes Support Program.

Price Exclusion

- Underlying Milsoft® system required; sold or subscribed separately.

Terms & Conditions – Training - Lump Sum Package Pricing**Payment Terms**

- Payment due in USD upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon completion of the training

Price Inclusion

- Trainers' travel costs, meals, lodging for onsite presentation, if applicable

Price Exclusions

- Customer-requested changes
- Software sold separately

Terms & Conditions - Integration, Texting Configuration, DB Conversion, Migration Tool, Special Script

Payment Terms

- Payment due in USD upon receipt of invoice
- 100% invoiced upon quote acceptance, unless otherwise specified in description

Price Exclusions

- Underlying standard-edition Software product, sold or subscribed separately
- Any Customer-requested changes to the scope of work
- Support Program, if applicable as noted in description (for custom development or tool)
 - Annual support at the rate of 20% of the retail price
 - Support invoiced separately upon installation, may be prorated to coordinate account

Terms & Conditions – iXp® Hosted Solution with Subscription

Payment Terms

- Payment due in USD upon receipt of invoice.
- Initial fees invoiced upon quote acceptance.
- Subscription fee invoiced monthly, commencing upon project start.

Price Inclusion

- Initial setup
- Support Program

Subscription / Contract Term

- Five (5) year initial term, unless otherwise specified on the face of this Quote; commencing with the start of the project.
- Automatic (1) year renewals after initial term, unless/until cancelled in writing by notice given before the next contract year; renewal pricing may be subject to change.
- Pricing is based upon mutual commitment to the initial term; in event of early cancellation, the balance of payments for the entire commitment will be due without proration unless otherwise agreed.

IMPORTANT! Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online at <http://milsoft.com/hardware-software-requirements> to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your organization's computers and devices.

IMPORTANT! Executable only after North Little Rock City Council approval.

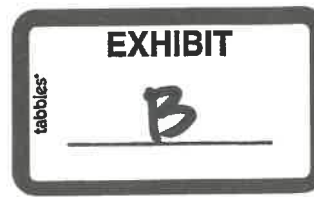
Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____



SALES INFORMATION

IC Sales Rep	Jason Stinnett	Vertical	Utility
Order Date	8/6/2024	Billing Software	MilSoft Utility Solutions

BILLER INFORMATION

Ownership Type	Government			Phone	(501) 975-8888	Fax	
Legal Name	North Little Rock Electric			Website URL	https://www.nlr.ar.gov		
Address 1	1400 W MARYLAND AVE			Bus. Open Date			
Address 2				Federal Tax ID			
City	North Little Rock			<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	AR	ZIP	72120				

BILLER CONTACT

Primary Contact Name	Keith Allen McCourt	
Phone	5019924069	
Email Address	kmccourt@nlr.ar.gov	

SIGNING AUTHORITY

Name	Keith Allen McCourt	Title	Director of Administrative Services
Phone	5019924069	Fax	
Email Address	kmccourt@nlr.ar.gov		

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

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

Billing Method	Direct Debit	
Routing #		Last 4 Acct #

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]
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BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00
Invoice Presentment For Paperless Customers	Per Message	Fixed (\$)	\$0.30

HARDWARE

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

Shipping Address (if different than location address)		
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DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING	

[signature page follows]

CERTIFICATION AND AGREEMENT

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

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

Accepted by Biller:

X

Corporate Officer/Authorized Official

Keith Allen McCourt

Printed Name

Director of Administrative
Services

Title

Accepted by Invoice Cloud, Inc.:

X

Kevin W. O'Brien

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	Residential	Pricing Model	Non-Submitter
Biller Pays Network Fees		Yes	

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
38000	38000	38000	38000	38000	38000	38000	38000	38000	38000	38000	38000

Avg CC Transaction \$	113.00	Max Invoice \$	25,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	38000
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PRODUCTS AND SERVICES

Products and Services [EBPP/SSO] [OBD] [3rd Party Cash Acceptance] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal	.55%		
All Payment Sources	ACH/EFT		\$0.75	
Migrated ACH Auto Pay	ACH/EFT		\$0.30	
Online Bank Direct	All Payment Methods		\$0.20	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
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SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	60,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

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

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

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BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Commercial Accounts	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
10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000

Avg CC Transaction \$	678.00	Max Invoice \$	25,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	10000
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PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [OBD] [3rd Party Cash Acceptance] [ACH Migration] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	ACH/EFT		\$0.75	
Migrated ACH Auto Pay	ACH/EFT		\$0.30	
Online Bank Direct	All Payment Methods		\$0.20	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	\$1.95

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	60,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

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

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

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InvoiceCloud

Statement of Work

North Little Rock Electric

Introduction

This Statement of Work (SOW) scopes the high-level integration overview for North Little Rock Electric (Biller).

The InvoiceCloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept electronic payments for invoiced and non-invoiced items. The Service will allow the Biller to offer electronic 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, digital wallets, and electronic checks.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by Biller, as outlined in the Biller Order Form for each Invoice Type, are included in the delivery of products, services, and payment methods.

Definitions:

1. Biller – Merchant / North Little Rock Electric
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.
7. EMV - **EMV** is a payment method based on a technical standard for smart payment cards and for payment terminals and automated teller machines which can accept them. EMV stands for "Europay, Mastercard, and Visa", the three companies that created the standard.
8. P2PE - Point-to-Point Encryption

1. Security and Industry Compliance

InvoiceCloud 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. InvoiceCloud will abide by such guidelines for the security of all cardholder data that InvoiceCloud possesses.

- a. **PCI** - InvoiceCloud 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** - InvoiceCloud supports the most current version of the industry's most common browsers. Web browsers which do not support Transport Layer Security (TLS)

versions 1.2 or 1.3 will be unable to connect to the InvoiceCloud platform. Unsupported browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems.

2. Data Integration

The integration(s) matrix for the Biller will include the functionality found in Appendix B.

3. EBPP Customer Portal

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

- a. InvoiceCloud 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.
- c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or e-check (EFT/ACH).
- d. 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.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. Payers will have the option to enroll in Pay by Text:
 - Provides interactive SMS registration and enrollment confirmation
 - Sends notification when new bills are available for viewing and payment
 - Allows for payment utilizing a stored-payment method (default payment method) or payment via URL
- 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. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. 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.
- p. Billers will have the option to enable an in-line Donations Invoice Type:
 - Payers can make a one-time monetary donation to a particular fund, in addition to their primary bill payment, which appears as a line item on the transaction receipt.

- Biller may choose from several configuration options including but not limited to, round up, fixed amount, other donation amount, start and end date.
 - IC supports up to 10 unique donation invoice types with logo and informational text box. Changes are made by request through the HelpDesk.
 - Transaction reporting is made available in the Biller Portal.
 - Biller may choose to deposit donation funds into a separate bank account.
- d. Biller website online form URLs: Virtual site configuration allows for Biller specific URLs, text and images on the landing page Welcome Message area and Right-Side Menu (right menu not rendered in the mobile view).

4. **Biller Portal**

The Biller Portal is our comprehensive administrative portal where Biller staff will have access to reporting, reconciliation, view SaaS product release notes and send feedback, customer profile management tools, search real time payments, manage customer email templates, contact support, sign up for training, and other general reporting functions.

- Customer Profile – Management Tools (subject to applicable user permissions)
 - Ability to assist a customer with payments using a new or saved payment method
 - View 24-months billing and payment history, with PDF/HTML bill view
 - Ability to enroll or modify customer enrollment in AutoPay, Paperless, Pay by Text, or Recurring Scheduled Payments
 - Login as Account Owner
 - Re-send first email notifications, send on demand Pay by Text SMS
 - Compatible with POSPay to facilitate EMV transactions
 - View summary Email History with send date and click through history
 - View Customer History, including CSR activity on account
 - Facilitate Password Reset
- User Permissions – The Biller Portal includes a table of permissions for each individual User, 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.
- Maintenance Window – InvoiceCloud provides the option to create maintenance windows, which are time spans in which users are not allowed to process transactions. If a payment attempt is made during an active maintenance window, the user will be redirected to a page with a message that the system is undergoing maintenance. Biller Portal users with sufficient permissions can manage maintenance window timing and messages as needed. This includes an option to apply a maintenance window to all customer-facing pages, when you need to go further than blocking new payment attempts and restrict all customer access to InvoiceCloud (bill search, login, browsing) during the time span provided. Two types of maintenance windows can be enabled:
 - Daily Maintenance Window – a recurring maintenance window that runs daily during a provided time span (from HH:MM to HH:MM).
 - Scheduled Maintenance Window – a continuous maintenance window that runs during a provided date range with start and end times (from DD/MM/YYYY at HH:MM to DD/MM/YYYY at HH:MM).

5. **Reporting**

The reports listed below are standard in the Biller Portal. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email with a CSV file download. Available reporting may vary, depending on your billing system integration method (batch vs real-time) or portal delivery method (InvoiceCloud direct vs Single Sign-On).

- Please note that by selecting “All Rows” in a report, the user can schedule it for email delivery.
- User can customize the report name and frequency.
- Multiple email addresses can be added to receive reports.
- All reports can be exported to Excel.

General Reports:

- Search Customers
- Search Files:
 - Adjustment Files
 - Invoice Files
 - Payment Files
- Search Payments
- AutoPay
- Customers:
 - Customer Conveyance
 - Data Pump History
 - Expiring Cards
 - Pay by Text Registrations
- Donations:
 - Donors Report
 - Donation Summary
- Email:
 - Email Change
 - Email Do Not Send List
 - Email Notification Summary
 - Email Statistics
 - Email Tracking
- Invoices: Total Outstanding Invoices
- Paperless:
 - Paperless Billing
 - Paperless Bounce
 - Paperless Registration History
 - Paperless
- Payments:
 - Daily Payments Received
 - Monthly Summary
 - Recurring Scheduled Payments
 - Registration
 - View Scheduled Payments

Custom Scheduled Reports:

- Active Customers
- Email Click Through from Current Month
- Email Click through from Last Month
- Inactive Customers
- Outstanding Invoices
- Paperless Customers with Address
- Paperless Customers Email Address
- Payment Details from last Month
- Payment Details from Yesterday

Reconciliation Reports:

- Batch:
 - Open Batch
 - Settled Batch History

- Chargebacks
- Deposit Reconciliation
- Payment Reconciliation
- EFT/ACH Rejects
- EFT/ACH Support: EFT/ACH Reject Codes

Product Reports:

- Cloud Store:
 - Biller Summary
 - Consumer Summary
 - Detail Export
 - Payment Summary
 - Transaction Detail
- Online Bank Direct
 - Deposits
 - Pending Payments
 - Processed Payments
 - Reconciliation
 - Returned Payments
 - Reversals
 - Unmatched Payments
- Request System
 - Search Requests
 - Open Requests
 - Configuration
- Outbound Campaigns

Reports by Subscription (Email Recipients):

These reports are designed for Biller's individual users or distribution groups, who want to receive updates, whenever the event is triggered.

- ACH Reject
- AutoPay
- Batch Close
- Chase Retrieval Requests
- Cloud Payments Receipts
- Cloud Store Receipts
- Cloud Burst Newsletter
- Daily Management Report
- Data Pump Error Summary
- File Processing
- Month End Billing Invoice
- Online Bank Direct
- Paperless Customer Email Bounce Daily Report
- Request System Notifications
- Service Updates
- Stratus Notifications

6. Payer Email Notifications

The Service 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.

7. Implementation Process

InvoiceCloud assigns an Implementations Manager (IM) for each project. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, InvoiceCloud, 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.

8. Support

InvoiceCloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via Support Central in your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems, and assist as needed to enable you to get the most from your partnership with InvoiceCloud and your use of the Service. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. We use the following severity levels to guide our team:

- “Critical Severity” support issues are responded to within 1 hour and must be reported via phone so we can most quickly troubleshoot with you. Examples of these issues include unavailability of the InvoiceCloud portal, platform, integrations, or APIs, or a problem that is severely adversely impacting your ability to use the platform.
- “High Severity” support issues are responded to within 2 hours and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples of these issues include degraded performance of the InvoiceCloud platform or APIs, although the portal and processing are still available.
- Other support issues are responded to by the next business day and should be reported via telephone or by emailing helpdesk@invoicecloud.com. Examples include general questions, feature requests, data pulls, multi-factor authentication resets, integration troubleshooting, etc.

9. Success Manager

A Customer Success Manager (CSM) will be assigned to the client during the implementation. The CSM is there to help ensure the Biller receives the maximum value from the platform and has an internal advocate, adoption resource, and point of escalation if/when needed.

10. 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. InvoiceCloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.

- Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
- Live Training Enrollment is available in the Biller Portal.
- A library of pre-recorded training videos is also available in the Biller Portal.

11. Marketing

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

12. IVR

CloudIVRConnect allows Billers to accept payments via our interactive voice response system, offering payers 24-hour access to account balance and payment options.

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Additional languages may be scoped upon request
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card, debit card, or e-check (ACH)
- Replays information with InvoiceCloud generated confirmation #
- On Demand SMS URL, Cell Phone Number Authentication, Saved Payment Method, and Email confirmation available configuration options.

13. AgentConnect

The IC AgentConnect allows Biller Users (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card, debit card, or e-check (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. Cloud Store™

The IC Cloud Store 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.
- Linked to Biller branded payment portal.
- Can be configured to accept POSPay transactions in the Biller Portal.

15. POSPay

The IC POSPay solution allows Billers to accept point-of-sale (POS) payments from customers using chip cards (EMV), contactless devices (Apple Pay, Google Pay), and RFID-enabled cards (tap-to-pay). POSPay terminals utilize point-to-point encryption (P2PE) for secure acceptance, tokenization, and transmission of card data to complete transactions. InvoiceCloud offers both wired terminals (Ethernet) for use at the counter and wireless handhelds (WiFi). POSPay can be integrated in Biller Portal for EBPP and Cloud Store invoice types, or third-party applications using CloudPay v2.

16. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (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 e-checks

12. Outbound Campaigns

Outbound Campaigns is a multi-modal broadcast platform that allows Biller delivery of automated Voice, SMS, and Email notices. Campaigns can be targeted to notify specific customers using preferred contact methods and configurable messages. Campaigns can be queued for instant delivery or scheduled to be sent out in the future. Whether you're sending out notifications for customer support, emergency alerts or appointment reminders, Outbound Campaigns allows you to contact and keep in touch with customers throughout their entire journey.

This statement of work contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the Biller, 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.

North Little Rock Electric

Printed Name	
Title	
Date	
Signature	

InvoiceCloud, Inc.

Printed Name	Kevin O'Brien
Title	CEO
Date	8/7/2024
Signature	<i>Kevin W. O'Brien</i>

Appendix A: System Modifications

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

NONE

Appendix B

Appendix B: Integration Supported Features

Modules & Features		
PRODUCTS		
Invoice Types	Utility	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
PayPal	Supported	
Apple Pay/Google Pay	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Web Services	As Needed
Payments	Data Pump (Near Time)	Near Time
AutoPay Flags	Data Pump (Near Time)	Near Time
Paperless Flags	Data Pump (Near Time)	Near Time
Account Balances	Real Time Data Refresh	Near Time
Block Payment Method (Credit/ACH)	Real Time Data Refresh RTDR	Near Time
INVOICE FILES		
IC Translates file	Not Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	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
Create IP Address Allow-List
Auto Pay Conversion data if applicable
Paperless conversion data if applicable
Registered Customer 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,

Biller 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. 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. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

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

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

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

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Biller Agreement

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

11. Fees.

Invoice Cloud will charge 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 in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are 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; and
- Data conversion not listed in the Statement of Work, 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 account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Billers Agreement

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. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Master Service Agreement

Customer	City of North Little Rock – North Little Rock Electric
Address	1400 West Maryland Avenue, Little Rock, AR 72120

- Services Provided:** During the term of the Master Service Agreement (the "Agreement"), Customer agrees to purchase from CBS, LLC ("CBS") Customer's entire computer output printing requirement and any other products or services set forth on the attached Work Schedule (the "Services"). Customer and CBS may execute additional Work Schedules in the future and both Customer and CBS agree that such additional Work Schedules shall also be subject to the terms and conditions of this Agreement.
- Term:** This Agreement shall have an initial term of twelve (12) months, beginning on the effective date of _____, and shall automatically renew for additional one (1) year terms unless either party provides the other party with written notice of its desire to terminate this Agreement at least forty-five (45) days before the end of the original term or any renewal term. Upon termination of this Agreement, all rights and obligations of the parties, with the exception of the confidentiality provisions set forth in this Agreement, shall cease to have effect immediately. Termination shall not affect accrued rights and obligations of the parties at the date of the termination, including any amounts due and payable to the other party.
- Performance:** CBS shall use due care in processing all work submitted by Customer and at its expense rerun or credit any job which cannot be used in the normal course of business due to errors made by CBS. If CBS fails to supply acceptable quality services and products to Customer, and CBS has been given notice of such problems and has failed to correct same within fourteen (14) days, Customer shall have the right to terminate this Agreement. Customer shall ensure that all data and other information submitted to CBS shall be accurate and formatted in accordance with CBS' standards.
- Invoice Terms:** Charges to Customer made under this Agreement shall be invoiced monthly. INVOICES SHALL BE DUE AND PAYABLE UPON RECEIPT. Any amount not paid within thirty (30) days of invoice shall bear interest from the date of invoice at the lesser of the rate of one and one-half (1 ½%) percent per month or the maximum legal rate until paid. In addition, Customer shall pay all federal, state, and local taxes based upon or arising out of the services rendered and goods provided to Customer under this Agreement. If Customer fails to pay any amount when due, CBS may, upon written notice, (i) terminate this Agreement, (ii) suspend performance, and (iii) declare any unpaid balances immediately due. Customer shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by CBS to enforce the terms and conditions of this Agreement, including, but not limited to, the terms and conditions of this paragraph 4.
- Pricing:** CBS may, commencing on the first anniversary of this Agreement and each successive anniversary, increase prices by not more than four (4%) percent above the price in effect for the previous twelve (12) months. All price changes are effective thirty (30) days after written notice by CBS to the Customer.
- Force Majeure:** Neither party shall be held responsible for any delay or failure in performance for causes beyond its control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, power failures, earthquakes or other disasters, natural or otherwise.
- Confidentiality of Information:** CBS will treat as confidential information all Customer information and will make the same effort to safeguard such information as it does in protecting its own proprietary data. Customer data stored at CBS shall remain exclusive property of Customer. CBS will not reproduce, copy, duplicate, disclose or in any way treat the information supplied by Customer in any manner except as provided for in this Agreement. Upon termination of this Agreement and payment to CBS for services rendered and goods provided to Customer through the date of termination, in accordance with the agreement, CBS will deliver to Customer all Customer owned data, forms, materials, media, and printed material which were produced pursuant to this Agreement and which are then in the possession of CBS.

8. Limitation of Liability: Limitation: Notwithstanding anything to the contrary in this Agreement, the CBS shall not be liable for any special, indirect, consequential, lost profits or punitive damages, for which neither party could have reasonably anticipated at the time Agreement was entered. The limitation of liability set forth herein is for any and all matters for which the CBS may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute or otherwise.

8.1 Remedy: The Customer's exclusive remedy for any claim arising out of or relating to this Agreement will be for CBS, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which the CBS is at fault.

9. Express Disclaimer of Warranties: Except for the express representations and warranties herein set forth, no other warranties, express or implied, including, without limitation, the warranties of merchantability or fitness for any particular purpose, are made by CBS for any services performed or products provided hereunder.

10. Assignment: This Agreement is between CBS and Customer. Customer shall not assign this Agreement or delegate performance to any third party without CBS's prior written consent. Any such assignment or delegation without CBS's consent shall be void and of no effect, provided, however, that any such attempted assignment or delegation shall constitute a material breach of this Agreement, allowing CBS the non-exclusive remedy of immediately terminating this Agreement without penalty to CBS. CBS shall not unreasonably withhold or delay its consent where such assignment is to a purchaser of all or substantially all of Customer's assets or where assignment is to a corporation controlled by, controlling, or under common control with Customer, where such corporation has substantial assets. The Agreement and any interests hereunder shall be freely assignable by CBS.

11. Entire Agreement: This Agreement constitutes the entire Agreement between Customer and CBS with respect to the subject matter hereof and shall supersede any inconsistent or additional terms in Customer's purchase orders or other documents submitted to CBS. This Agreement may be amended only by a written instrument executed by both parties. This agreement shall be governed by and construed and interpreted under the laws of the State of Wisconsin, excluding Wisconsin's conflict of law provisions, and the sole and exclusive venue for any action relating to or arising out of this Agreement shall be in the Circuit Court in and for Outagamie County, Wisconsin.

12. Business Partners. In providing Services, CBS occasionally relies on its business partners ("Subcontractors") having expertise and capabilities in different aspects of the Services to be provided. CBS therefore occasionally acts as a general contractor in the provision of certain Services, and provides said Services through its Subcontractors. CBS acts as a systems integrator, facilities manager and consultant to simplify the process of obtaining said Services by acting as a single-point-of-contact for its clients with regard to obtaining said Services. Client acknowledges and agrees that CBS may, in its sole discretion, subcontract any or all aspects of the Services to Subcontractors. Client further agrees that any obligation to be performed by CBS hereunder may be performed by a Subcontractor.

13. Materials: If materials are to be acquired and inventoried by CBS then, upon the termination of this agreement, Customer agrees to purchase all remaining materials held in inventory. Material pricing dependent on paper mill costs. Any changes to material pricing included in this agreement are subject to change with 30 days advance notification.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

CBS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer: City of North Little Rock – North Little Rock Electric
Address: 1400 West Maryland Avenue, Little Rock, AR 72120

COSTS OF SERVICES SCHEDULE

Date: August 22, 2024

This Cost of Services Schedule shall be subject to all terms and conditions of the Master Services Agreement executed between Customer and CBS, LLC ("CBS").

Work: Laser Printing and Mailing (Monthly Member Bills and Notices)

- Printing of 8 ½" x 11" Bill Statements
- Dynamic Messaging & Imaging Capabilities - Compatible with Milsoft ePrint
- Full Insert Capabilities Including Selective Inserts - Compatible with Milsoft ePrint

PRINTING:

-Includes printing bills duplex color + paper stock + mail preparation & Presort and insertion of one bill insert per month.

\$125 per Page

NOTE: The pricing above includes free insertion of the first bill insert.
Additional inserts:

\$0.008 per Insert

MATERIALS:

- #10 Standard Business Envelope:

\$29.00 per M (\$.029/ea.)

-#9 Business Return Envelope (BRE) – If Requested:

\$28.00 per M (\$.028/ea)

ADDITIONAL:

Postage Charges:

At Cost

Standard Programming (As Requested, with 5 Day Notice)

\$175/hour

Rush Programming of Special Client Request

\$200/hour

Postage Advance Estimated 60 Days Worth of Postage

To Be Determined

One time Setup and Development – Milsoft ePrint Application:

\$1,500.00

Specific Customer Requirements

Postage Prepayment – Customer will provide an estimated 60 days postage deposit in advance of CBS beginning production. Such postage deposit shall only be used for postage expenses for mailings for the benefit of Customer and agreed to by the parties. Postage is billed at cost plus a \$.0175 per envelope charge for mail preparation and presort. If at the time of the termination of the Master Service Agreement there is a positive balance in Customer's postage deposit account, such balance shall be returned to Customer within 30 days of the date of termination.

Acceptance

Signing and acceptance of the MASTER SERVICES AGREEMENT constitutes agreement and acceptance of the COST OF SERVICES SCHEDULE.

CIS Conversion Data Analysis Proposal

Raybern Consulting is pleased to provide this proposal to support the North Little Rock Electric Department (NLRED) billing system conversion. Working with NLRED and the selected UBS Vendor, Milsoft, Raybern's goal is to ensure clean data transfer and smooth transition to the new billing system.

The Services to be provided include but are not limited to the following scope:

Raybern will evaluate NLRED's existing utility billing data with the goal of pinpointing precise procedure, data and configuration issues in the billing system in preparation of a data conversion to Milsoft. Raybern will provide recommended corrective actions and work with NLRED and their system vendors to implement corrections which will provide a smoother data conversion for the new Utility Billing System (UBS).

The goal of the Data Analysis is to:

- Gain an understanding of table structure, reference points, and data fields in the current UBS database.
- Outline a mapping of the existing UBS data (table definitions, references, etc)
- Identify anomalies and data errors which will have an impact on the data conversion.
- Provide a corrective action plan to cleanse the existing data prior to conversion.

Service locations are analyzed to determine the accuracy and integrity of account, customer, service, and billing information. The in-depth data analysis will help to identify possible anomalies between databases which share account data related to service locations.

Billing Data Audit includes:

- Identify data anomalies (Missing/Invalid/Inconsistent data)
- Data Anomaly Investigation
- Findings report containing all anomalies and recommended corrective actions, if applicable.

The following matrix outlines the type of data that may be used for the UBS analysis and the potential sources for that data. This list is not exhaustive, and upon completion of the Data Discovery workshops may be expanded.

Synopsis	Data Description	Possible Sources
CIS Data	Leverage Milsoft's data migration requirements • billing rate codes • account IDs • service address • Meter ID • Meter size • Service type • Transmitter ID	• Services (Service Type(s)) • Service Location (Address) • Accounts (Account IDs) • Meter Equipment (Meter ID, Size, and Transmitter ID) • (Meter) Reads • Customer (Information) • (Billing) Rate Codes • Service Codes
Data Integrity Checks	Data Checks: • missing physical address (service address data field should not contain PO boxes or be empty) • Account information with missing/invalid equipment information • Inconsistent field values • Addresses in wrong fields • Names in wrong fields • Missing/inconsistent data	• Services (Service Type(s)) • Service Location (Address) • Accounts (Account IDs) • Meter Equipment (Meter ID, Size, and Transmitter ID) • (Meter) Reads • Customer (Information) • (Billing) Rate Codes • Service Codes
Previous Conversion Comparison (if available)	Comparison of • Account/customer ID references • Services • Usage/Rate configurations	• Services (Service Type(s)) • Service Location (Address) • Accounts (Account IDs) • (Meter) Reads • Customer (Information) • (Billing) Rate Codes • Service Codes

Pricing

Per this proposal, Raybern will supply an estimated **170 hours** to perform the aforementioned work for the utility billing data.

Raybern will supply an estimated **100 hours** to perform the data analysis of General Ledger, Payroll, Accounts Payable, Fixed Assets, Work Management, Work Order, Inventory and Transportation.

Any additional work needed for this scope or additional work to this estimated proposal will need to be specifically approved by NLR Electric Department and will be billed at our blended rate of \$180/hour plus any required expenses. Each invoice will be accompanied with a detailed hours report. We only invoice for hours used so if the project takes less than the budgeted 270 hours NLR will only be invoice for the hours used.

It is expected that one (1) onsite 2-4 days work session will be required to conduct Discovery and Data Extraction workshops. Travel Costs will be billed at actual cost not to exceed a total of \$5,000.

Description	Cost
Data Analysis (270 hrs @ \$225/hr)	\$60,750.00
Travel Costs (one 2-4 days on-site work session)	\$ 5,000.00

Budget Price: \$65,750.00 (sixty five thousand seven hundred fifty dollars)

Authorization to proceed North Little Rock Electric Raybern Utility Solutions LLC
Department

Signature

Signature

Name and Title

Name and Title

_____, 2024

_____, 2024

Quote is valid for 90 days

Invoicing and Payment - NLRED agrees to pay amounts due to Raybern Utility Solutions LLC (dba Raybern Consulting) within thirty (30) days of receipt of invoices submitted by Raybern.