

RESOLUTION NO. 15-1044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON DECLARING THE PURCHASE OF INVOICE CLOUD CREDIT CARD AND E-CHECK PROCESSING SERVICES THAT IS INTEGRATED WITH THE CITY'S VISION UTILITY BILLING SYSTEM AS EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS AS A PURCHASE LEGITIMATELY LIMITED TO A SINGLE SOURCE OF SUPPLY, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH INVOICE CLOUD IN THE AMOUNT OF \$95.00 PER MONTH FOR PURCHASE OF SOFTWARE SERVICES.

WHEREAS, the City seeks to purchase credit card and e-check processing service that is integrated with the city's Vision Utility Billing Software; and

WHEREAS, such purchase involves the City's use of the procedure in RCW 39.04.270 which is "competitive negotiation" for electronic data processing; and

WHEREAS, Invoice Cloud is the only vendor currently providing credit card and e-check payment services that are already integrated with Vision Utility Billing software, currently owned by the City of Black Diamond. Therefore they are a sole source vendor.

WHEREAS, there is an exemption in RCW 39.04.280 to competitive bidding and competitive negotiation requirements in state law; and

WHEREAS, RCW 39.04.280 provides that such requirements may be waived by the governing body of the municipality for "purchases that are clearly and legitimately limited to a single source of supply;" and

WHEREAS, in order to take advantage of this waiver, the City needs to document the facts in a resolution; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby waives applicable competitive bidding/competitive negotiation requirements for the purchase of Invoice Cloud credit card processing and e-check processing services for the reasons set forth above, which the Council has determined constitute facts demonstrating a clear and legitimate limit to a single source of supply.

Section 2. The City Council hereby authorizes the Mayor to sign the contract attached hereto as Exhibit A with Invoice Cloud in the amount of \$ 95.00 per month, for credit card and e-check processing that integrates with Vision Utility Billing System.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2015.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

Exhibit A

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 related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, 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 or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement. For clarification purposes, Lake Sawyer Boat Launch Parking Fees and Black Diamond Municipal Court are not invoice types listed in the Order Form, so the previous sentence does not govern payment processing for Lake Sawyer Boat Launch Parking Fees or Municipal Court Fees. During the transition period, for each of the invoice types listed in the Order Form, Biller is permitted to have an overlap with the existing payment processor.

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. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

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

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

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information 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,

Biller Agreement

Rev 2.1.1

The complete Biller Agreement includes the Biller Order Form, the Online Terms and Conditions and this Agreement – Black Diamond

Biller Agreement

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

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of two (2) years ("Initial Term") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive two (2) year terms ("Renewal Term") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' 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. In addition, Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

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

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 a 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 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) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Billers Agreement

Billers is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Billers is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Billers'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 Billers allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billers 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. Billers 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 Billers give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

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

To the extent permitted by law, Billers shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Billers of Billers's representations and warranties or the breach by Billers or Billers's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Billers's or its authorized users' use of the Service.

11. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE THE GREATER OF \$100,000 AND THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLERS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Billers.

12. Export Control. The Billers 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.

13. Notice. Either party may give notice by electronic mail to the other party's email address (for Billers, that address on record on the Billers 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 Billers, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. 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.

15. 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 One Million (\$1,000,000) general aggregate.
- b. 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.
- c. 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.

Biller Agreement

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller. Section 4 of the aforementioned terms and conditions shall not apply.



Biller Order Form

Sales Information	Services	Products	Biller Information
Software Partner: Vision	Invoice Presentment <input checked="" type="checkbox"/>	IVR <input checked="" type="checkbox"/>	Fed Tax ID: 91-6016204
Invoice Cloud Sales Partner:	ACH (EFT) Processing <input checked="" type="checkbox"/>	Check21 <input type="checkbox"/>	Organization Start Date: 1959
Invoice Cloud Sales Contact: Carlyn Altheide	Credit/Debit Card Processing <input checked="" type="checkbox"/>	Online Bank Direct <input type="checkbox"/>	Web Site URL: http://www.ci.blackdiamond.wa.us/

GENERAL INFORMATION

Ownership Type: Government	CUSTOMER SERVICE / TRAINING CONTACT	TECHNICAL SUPPORT	MARKETING CONTACT
Legal Name: City of Black Diamond <i>Note: This name will have to match on ALL documents</i>	Contact: Mayene Miller, Finance Director	Contact: Vision MS	Contact: Mayene Miller, Finance Director
Address 1: 24301 Robert Drive, Suite B	Phone: 360-886-5707	Phone:	Phone: 360-886-5707
Address 2:	Email: mmiller@ci.blackdiamond.wa.us	Email:	Email: mmiller@ci.blackdiamond.wa.us
City: Black Diamond	State: WA	Zip: 98010	
Name of Paperwork Signer: Carol Benson	Signer Title: Mayor <i>Carol Benson</i>	Notes: Send all paperwork to MMILLER@CI.BLACKDIAMOND.WA.US	
Signer Phone: 360-886-5700	Signer Email: cbenson@ci.blackdiamond.wa.us		
<i>Note: Signer must sign ALL documents</i>			

PRICING

Item	Rate	Description	Frequency
Biller Portal Access Fee	\$ 75.00 Monthly	IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)	\$n/a Per Transaction
Additional Biller Portal Access Fee	\$ 10.00 Monthly Quantity TBD	IC Payment Transaction Fee - Check 21	\$n/a Per Transaction
Paperless Presentment (Includes 3 emails)	\$ 0.30 Per paperless invoice (NOT for e-bills, only when paper is suppressed)	Check Reader Quantity (Optional)	\$n/a Monthly \$n/a Per Transaction
Additional Email Presentment	\$n/a Per Presentment	Online Bank Direct Access Fee (Optional)	\$n/a per month
Credit Card Chargeback Fee	\$20.00 Per Chargeback	Online Bank Direct Transaction Fee (Optional)	\$n/a per transaction
ACH Reject Fee	\$15.00 Per Transaction	Implementation Fees	\$0.00

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

Name of Checking Account (As it appears on check or Bank Letter):			
Bank Name:	Physical Address:	Phone:	
Depository	<i>Your Invoice payment collections will be electronically deposited into this account.</i>	Routing #	Account #
Fees	<i>Your Invoice and payment processing fees will be electronically deducted from this account.</i>	Routing #	Account #

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller 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 by the Biller, including credit references of the Biller, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (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 Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder 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. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency
- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

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

Biller Signature

X *Carol Benson*
Corporate Officer

Accepted by Invoice Cloud:

Carol Benson Mayor
Print Name Title

X _____

#1 --- INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015	Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>		Information provided by: May Miller
Invoice Type: Utility (Water, Sewer & Stormwater)	Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store <input type="checkbox"/> Cloud Pay <input type="checkbox"/>	Credit Card Payment Methods: Visa <input checked="" type="checkbox"/> MC <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> Amex <input type="checkbox"/>	
Billing Software: Vision Utilities	Software Version:	Printer:	
Billing Frequency (How often bills are mailed) Monthly	Number of Installments: 1	Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 st - 10 th <input type="checkbox"/> 11 th -20 th <input type="checkbox"/> 21 st -31 st <input checked="" type="checkbox"/>	Invoices per Cycle: 950		
Highest Invoice Amount: \$2,500		Average Invoice Amount: \$113	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)	
ACH (Electronic Check) Service Fee paid by payer <input checked="" type="checkbox"/>	\$0.95
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer):	\$2.95
Max Cap for Credit Cards :	\$200
IVR Pay-by Phone Transaction Fees Service Fee paid by payer <input checked="" type="checkbox"/>	Service Fee + \$1.00

#2 --- INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015	Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>		Information provided by: May Miller
Invoice Type: Stormwater	Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store <input type="checkbox"/> Cloud Pay <input type="checkbox"/>	Credit Card Payment Methods: Visa <input checked="" type="checkbox"/> MC <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> Amex <input type="checkbox"/>	
Billing Software: Vision Utilities	Software Version:	Printer:	
Billing Frequency (How often bills are mailed) Monthly	Number of Installments: 1	Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 st - 10 th <input type="checkbox"/> 11 th -20 th <input type="checkbox"/> 21 st -31 st <input checked="" type="checkbox"/>	Invoices per Cycle: 500		
Highest Invoice Amount: \$2,500		Average Invoice Amount: \$16	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)	
ACH (Electronic Check) Service Fee paid by payer <input checked="" type="checkbox"/>	\$0.95
Flat Rate Credit Card Utility Service Fee (utilities taking VISA, charging convenience fee to payer):	\$1.95
Max Cap for Credit Cards :	\$100

#3 -- INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)					
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>		Information provided by: May Miller	
Invoice Type: Building Permits		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>		Credit Card Payment Methods: Visa <input checked="" type="checkbox"/> MC <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> Amex <input checked="" type="checkbox"/>	
Billing Software:		Software Version:		Printer:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: n/a		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 st - 10 th <input type="checkbox"/> 11 th -20 th <input type="checkbox"/> 21 st -31 st <input type="checkbox"/>		Invoices per Cycle: 5			
Highest Invoice Amount: \$12,000		Average Invoice Amount: \$2,500			

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer <input checked="" type="checkbox"/>	2.95%	With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer <input checked="" type="checkbox"/>	\$0.95	

#4 -- INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)					
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>		Information provided by: May Miller	
Invoice Type: Police		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>		Credit Card Payment Methods: Visa <input checked="" type="checkbox"/> MC <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> Amex <input checked="" type="checkbox"/>	
Billing Software:		Software Version:		Printer:	
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: n/a		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 st - 10 th <input type="checkbox"/> 11 th -20 th <input type="checkbox"/> 21 st -31 st <input type="checkbox"/>		Invoices per Cycle: 10			
Highest Invoice Amount: \$800		Average Invoice Amount: \$200			

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer	<input checked="" type="checkbox"/>	2.95% With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer	<input checked="" type="checkbox"/>	\$0.95

#5 — INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)			
Today's Date: 8/10/2015		Submitter <input checked="" type="checkbox"/> Non-Submitter <input type="checkbox"/>	
Invoice Type: Business License		Type of IC Service: EBPP <input type="checkbox"/> Cloud Store <input checked="" type="checkbox"/> Cloud Pay <input type="checkbox"/>	
Billing Software:		Software Version:	
Billing Frequency (How often bills are mailed) Monthly		Printer:	
Number of Installments: n/a		Months Billed: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> All <input checked="" type="checkbox"/>	
Bill Mail Date: 1 st - 10 th <input type="checkbox"/> 11 th -20 th <input type="checkbox"/> 21 st -31 st <input type="checkbox"/>		Invoices per Cycle: 20	
Highest Invoice Amount: \$150		Average Invoice Amount: \$60	

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)			
Credit Card (non-utility)	Service Fee paid by payer	<input checked="" type="checkbox"/>	2.95% With a \$1.95 Minimum
ACH (Electronic Check)	Service Fee paid by payer	<input checked="" type="checkbox"/>	\$0.95

Invoice Cloud Privacy Policy

Invoice Cloud, Inc. ("Invoice Cloud") is a technology leader in information commerce. We help businesses, such as merchants, software companies and partners, safely process customer transactions and understand the information related to those transactions.

Protecting the privacy of users of the Invoice Cloud operated websites is important to us. Invoice Cloud is committed to the security and privacy of our customers' and their customers' data. This Privacy Policy explains our commitment to safeguarding our billers and their customers' data and describes our data handling practices. This Privacy Policy lists the types of data Invoice Cloud collects, explains how we use and protect that data, and discloses our key procedures surrounding privacy.

By accessing any of our services or company operated websites (including those used by and containing the names of our billers - the "Site(s)"), you signify that your use is subject to the terms of this Privacy Policy. We may change this Privacy Policy from time to time by modifying the Privacy Policy and posting a new version here; the new version will become effective immediately.

The following sections make up our Privacy Policy.

How Invoice Cloud Protects Your Privacy Internally

Invoice Cloud will not review, share, distribute, or reference any Services Data (as defined below) except as provided in the Biller Agreement, this Privacy Policy or as may be required by law.

Invoice Cloud wants your Business Information (as defined below) and the Customer Information (as defined below) to remain as secure as reasonably possible. We adhere to industry-standard technical safeguards and strict agreements with our employees who are permitted to access our customers' Business Information or Customer Information to maintain confidentiality of such information. When you conduct a transaction online, Invoice Cloud uses SSL encryption to encrypt your information before it is sent to us in order to ensure the integrity and privacy of the information that you provide to us via the Internet. Our services are hosted on servers that are co-located at a third-party facility with whom we have a contract providing for security measures. For example, hosted Services Data (as defined below) is submitted via SSL encryption and stored on a server equipped with industry standard firewalls.

Hosted data may include Services Data (defined below) and personally identifiable information and other information that belongs to our billers, our customers' customers, website visitors, or other users. Business Information and Customer Information collected by Invoice Cloud may include your or your customer's data entered in the course of using our services or performing transactions ("Services Data"). Invoice Cloud will not review, share, distribute, or reference any such Services Data except as provided in the Biller Agreement, or as may be required by law. Individual records of Services Data may be viewed or accessed by authorized Invoice Cloud employees, agents or independent contractors only for the purpose of resolving a problem, support issues, suspected violation of the service or license agreement, or as may be required by law. Invoice Cloud policy requires that both employees and consultants execute a confidentiality agreement before working for and with Invoice Cloud. Those employees that violate our Privacy Policy are subject to disciplinary action, up to and including termination. In every case, customers are responsible for maintaining the security and confidentiality of their usernames and passwords.

Business Information and Customer Information Collection and Use By Invoice Cloud

Invoice Cloud collects the Business Information and Customer Information necessary to enable us to respond to your requests for our products and services, for you to use our services, to perform transactions, and to send you information regarding our products and services from time to time. Since many of the users of our products

and Sites use the aforementioned capabilities in their capacity as employees of companies, governmental authorities and other organizations (collectively "organizations"), much of the Business Information and Customer Information we collect will be in that capacity (rather than information about you individually, such as your personal tastes, etc.). For these purposes, we have defined "Business Information" as any information that identifies or may identify an organization or an individual contact at an organization or that allows others to contact an organization or an individual contact at an organization. For these purposes, we have defined "Customer Information" as any information that is provided by customers of organizations that use the Invoice Cloud products and services such as name, address, balances, payment amounts, account number, e-mail address and other relevant account information. When you use our Site to perform or process transactions, you may be asked to submit Services Data such as:

- **Your name, mailing address, city, state, zip code, email address, phone number,**
- **Your bill payment (including payment amount and designated payee),**
- **Your credit or debit card or bank account numbers, expiration date, cardholder name,**
- **Tax ID, Social Security Number (SSN), and/or employer identification number.**

When you visit the Site, you may also be asked to submit information such as email address, company name, address, and/or phone number. In addition, we collect credit card and related payment information when you or your customers use our products or services online in the processing of transactions. Our information collection and use practices are described in more detail below:

Services Registration/Account Set Up: You may be asked, on behalf of your organization, to complete registration/activation form(s) on the Sites or on paper with contact information for use by Invoice Cloud in accordance with this policy. Registration or activation information may include the name of your company, contact information, product information, customer ID, bank account information, federal ID numbers, bank account, credit card, ACH, contact information and other relevant information in order to set up accounts and process transactions.

Customer Profile: We also collect Business Information and Customer Information when you or your customers create a profile or account on some of the Sites. This information is required in order to access certain areas of the Sites, perform transactions, and request information from us about our products and services. This information includes organization name, contact information and other information, and the products and services you may have licensed. We use this information in accordance with this policy to identify you, process your requests, and administer your Invoice Cloud account(s).

Support: We may offer certain limited online support services at the Sites. If you access online support on any of the Sites, you may be asked for information such as customer ID, product name, product version, and other information to help us determine what the technical issues are and how best to help you resolve them. In addition, certain products and services may allow you to submit support-related questions directly from the product.

Cookies: We also use Cookies to enhance the user experience, deliver personalized content, and collect information about the use of the Sites. "Cookies" are small computer files that we transfer to your computer's hard drive. Cookies allow us to statistically monitor how many people are using the Sites and for what purposes, how often someone visits the Sites, and the length of their stay. We also use Cookies to prevent you from having to re-enter your identification and password information each time you visit our Sites. Cookies are not designed to retrieve personal or business data from your hard drive or your email. Most browsers are initially set to accept Cookies, but users can change the setting to refuse Cookies or to be alerted when Cookies are being sent. Although refusal of Cookies will not interfere with the ability to interact with most of the Sites, you may need to accept Cookies in order to access information and use certain functions. For example, Cookies are required to be accepted for access to our web-based services or desktop products with online features. The Cookies are renewed each time a user logs on to one of the Sites that uses Cookies.

Information You Give Us: We receive and store any information you enter on our Site or give us in any other way. See this Privacy Policy for examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features.

Information from Other Sources: We might receive information about you from other sources such as your customer or your biller and add it to our account information.

Disclosure of Your Business Information and Customer Information

From time to time, Invoice Cloud may be required to release Business Information and/or Customer Information: 1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order; 2) to enforce or apply the terms of any of our billers, service or license agreements; or 3) in special cases, such as protecting the rights, property, or safety of Invoice Cloud, our customers, or others. We may also provide Business Information to government agencies and to our third party service providers including payment processors, clearinghouses, payment settlement organizations, credit card processors, banks, and contractors ("Partners") to: enable the services, and the processing of transactions using Business Information, Customer Information and/or Services Data, and/or provide you with a product or service requested by you. Invoice Cloud also may use and disclose Customer Information and Business Information in the aggregate that does not allow you to be identified to, or contacted by, third parties ("Aggregate Information"). For example, we might inform third parties regarding the number of users of the Sites and the activities they conduct while on the Sites.

Partner and Government Services: Invoice Cloud may engage Partners to perform functions on our behalf, which may include assisting us in processing your Business Information and Customer Information. Certain Partners, organizations and government agencies may collect Business Information, Customer Information and/or Services Data (such as business name, address, email address, credit card information, and customer ID) directly from you and use of that information and other information provided by you. These third parties may not be governed by this policy even though those Partners and government agencies may share such information with Invoice Cloud. Any collected Business Information, Customer Information and/or Services Data, provided to Partners are subject to the restrictions referenced below under the section entitled Third Party Service Providers.

Services and Product Data: Invoice Cloud will not access your Services Data except in the following limited circumstances: (1) to provide you with technical support, solely at your request and with your permission; (2) on a limited-access basis to install updates, produce regular backups, or restore data from backups at your request; (3) where the inherent purpose of the product or service requires Invoice Cloud to provide the Services Data to a third party on your behalf (for example where Invoice Cloud initiates or processes transfers on your behalf) and, (4) to utilize Aggregate Information (defined below) derived from Services Data to help us improve our products and services and in developing additional offerings. Invoice Cloud will not provide your Services Data to any third party or permit any third party to access your Services Data, except by your permission or to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order. In addition, if at any time you decide to discontinue your use of the applicable service, your Services Data will be destroyed and removed from all servers according to terms set forth in your Billers or similar agreement.

This Site is Not Directed at Persons Under the Age of 13

Our Site is not directed at persons under the age of 13, and Invoice Cloud does not collect or maintain information at our Site from persons we actually know are under the age of 13.

InvoiceCloud Site May Be Linked to Other Websites

Invoice Cloud may create links to third-party websites. Invoice Cloud is not responsible for the content or privacy practices employed by websites that are linked to our website. This privacy policy applies only to the information we collect on the Site. This Privacy Policy does not apply to information we collect through other methods or sources, including sites owned or operated by our affiliates, vendors or partners.

Consent to Transfer

Users located outside the United States who submit Business Information or Customer Information to Invoice Cloud via the Sites should be aware that the information they submit will be transferred to our servers located in the United States. Your submission of Business Information or Customer Information to us constitutes your consent to this transfer. Although Invoice Cloud will collect and use your Business Information or Customer Information only as stated in this Privacy Policy, laws generally applicable to the protection of personal data in the United States may not be as stringent as those in some users' home jurisdictions.

Does Invoice Cloud Share the Information It Receives?

Information about our customers is an important part of our business, and we are not in the business of selling it to others. We share Business Information and Customer Information only as described in biller and related agreements and this Privacy Policy.

Third-Party Service Providers: We engage Partners to perform functions on our behalf. Examples include processing and clearing transactions, sending postal mail and e-mail, analyzing data, processing credit card, ACH and other payments, and providing customer service. They have access to personal information needed to perform their functions but may not use it for other purposes.

Business Transfers: As we continue to develop our business, we might sell or buy subsidiaries or business units. In such transactions, Business and Customer Information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice). Also, in the unlikely event that Invoice Cloud, Inc. or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

Protection of invoicecloud.com and Others: We release account and other personal information when we believe release is appropriate to comply with the law, to enforce or apply any conditions of use, biller agreements and other agreements, or to protect the rights, property, or safety of invoicecloud.com, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. ***However, this does not include selling, renting, sharing, or otherwise disclosing Services Data (personally identifiable information from customers) for commercial purposes in violation of the commitments set forth in this Privacy Policy.***

With Your Consent: Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

We Use Appropriate Security Safeguards

At Invoice Cloud, security is a priority. Invoice Cloud employs appropriate measures, including advanced technology, to protect personal information collected online against unauthorized access, disclosure, alteration or destruction. These measures may include, among others, encryption, physical access security, and other appropriate technologies. Invoice Cloud reviews and enhances its security systems, as necessary.

Changes to this Privacy Policy

Invoice Cloud may change this Privacy Policy at any time by posting the current policy to the Sites. Your use of

the Sites constitutes acceptance of the provisions of this Privacy Policy, and your continued usage after such changes are posted constitutes acceptance of each revised Privacy Policy.

Contacting Us

Questions regarding this Privacy Policy or the information practices of the Company's website should be directed to

privacy@invoicecloud.com.

Version 2.2 August 20, 2011

BILLERS TERMS AND CONDITIONS (www.invoicecloud.com/termsandconditions)

1. Definitions.

As used in the Agreement and in any Biller Order Form now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller Data" means invoices and bills of the Biller;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution that Biller previously presented to Invoice Cloud under this Agreement;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, taxpayers and users of services of Biller;

"Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by executing a Biller Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"Payment Instrument Transaction" is transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Services. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Order Form)" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail);

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement.

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other corporate services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, to which Biller are being granted access under this Agreement, including the Invoice Cloud Technology and the Content;

"Submitter" means the Biller's status under the Agreement and Order Form where Biller's Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) utilizing either a Payment Instrument or a bill presentment in which consideration is or to be exchanged or tax is or to be due between the Customer and Biller;

"Transaction Data" means is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

2. Biller's Responsibilities 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 a 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 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) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller may not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized

access to the Service or its related systems or networks. 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.

Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller agrees to provide Invoice Cloud with complete and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested.

Any change in a return/ cancellation policy with the transactions underlying the Transaction Data 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 with respect to Transactions under the Service 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, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

The following is applicable is to any Biller who is a Submitter, and to AMEX credit card charges:

As to all Transactions Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transaction Data represents payment or refund of payment, for a bona fide transaction.
- (2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.
- (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.
- (4) The Transaction Data is free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any transaction submitted to Invoice Cloud to credit a Customer's account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.
- (12) All Transaction Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or inaccurate Transaction Data.

3. **Chargebacks** If Biller is subject of excessive Chargebacks, in addition to our other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) request that Biller in every case commence issuing refund and related payments directly to Customer; (ii) notify Biller of a new rate that will be charged to process Chargebacks; (iii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines or request a Reserve Amount (where a Reserve Account is noted under the Biller Order Form or as otherwise required under the terms of this Agreement or other agreement with Invoice Cloud or any payment processor); or (iv) terminate the Agreement. Biller also agrees to pay any and all penalties, fees, fines and costs assessed against Invoice Cloud (or the payment processor) relating to your violation of this Agreement, or other agreement related thereto.

Biller agrees that it is fully liable if any Transaction, for which Invoice Cloud has provided Biller credit or paid Biller, is the subject of a Chargeback or ACH rejects or reversals or other refunds or credits. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse us as provided for in this Agreement, or has insufficient funds to draw from in the Billers Debit Account (to the extent applicable as provided in Section 4 below) then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller shall indemnify, defend and hold Invoice Cloud harmless therefrom. The Billers Debit Account will contain sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may (but is not required to) apply funds in the Billers Debit Account (to the extent applicable as provided in Section 4 below) toward, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to this Agreement. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

The following are some of the most common reasons for Chargebacks; in no way is this intended to be an exhaustive list of possible Chargeback reasons:

- (1) Failure to issue a refund to a Customer as required.
- (2) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules.
- (3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account). In addition, Biller shall be responsible to Invoice Cloud for charges against any reserves required by payment or credit card processors; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

4. Certain Contractual Terms.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) charge against any reserves required by payment or credit card processors; (ii) a Chargeback, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (v) relating directly or indirectly to Biller's or its authorized users' use of the Service. Invoice Cloud may receive a Chargeback from a Transaction where Biller has a submitter agreement, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed at www.invoicecloud.com/termsandconditions. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

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

To the extent that the Biller's Agreement does not have a Biller indemnification or limitation of liability clause respectively, the above clauses shall control and be binding on the Biller.

6. Biller Deposit Account Automatic Debit (Applicable where Biller Debit Account has been designated on the Biller Order Form)

Where Biller authorizes Invoice Cloud's receipt of all fees and periodic fees referenced in the Biller Order Form - from payments made by Customers, or from credit card processors, bank card issuers, payment associations, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller's account(s) used for this purpose ("Biller's Debit Account(s)") the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects or reversals, refunds and other fees due hereunder resulting therefrom. Biller shall be responsible for and pay all fees or charges

relating to Biller's Debit Account and the automatic debit facility, in accordance with the terms thereof. In addition, with respect to any invoices and/or payments that are processed through the Service, the Biller's agreements with all such credit card processors, bank card issuers, ACH and check processors shall require remittance and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller's Debit Account to pay all periodic fees, Chargebacks, ACH rejects, reversals refunds and other fees due hereunder resulting therefrom.