

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;

"Biller Order Form" means the order form referencing the services to be performed by Invoice Cloud and any add on services under any add on Biller Order Form.

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals or other refunds or credits, 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 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;

"Integration Components" means software, which integrates the Service with third party software, and any updates or revisions thereto.

"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;

"IVR" means the software as service which provides interactive voice response, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound.

"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 fee 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" 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. (a) 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.

(b) 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 only applicable to any Biller who is a Submitter, as well as for 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.

American Express Compliance only.

- (1) Biller agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.
- (2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) Third Party Beneficiary Rights.
 - Biller confers on American Express the third party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addendums (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
 - Biller warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.
- (4) American Express Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3. Chargebacks. Rejects 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 authorizes Invoice Cloud to Cloud net such amounts or offset from any payments from the payer to the 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. Some common reasons for Chargebacks are listed herein. 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 or Invoice Cloud netting such amounts from any payments from the payer to the Biller). 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. To the extent permitted by applicable law, 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. In the event that Invoice Cloud receives a Chargeback,

Billor shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

4. Certain Contractual Terms. The following only applies to the extent not otherwise addressed in the Agreement:

LIMITED WARRANTY: THE INTEGRATION COMPONENTS ARE PROVIDED "AS IS". ALL WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED WITH RESPECT TO THE INTEGRATION COMPONENTS INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR AGAINST LATENT DEFECTS.

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, limited warranty or limitation of liability clause respectively, or to the extent that there is no Biller Agreement, the clauses in this Section 4 shall apply, shall control and be binding on the Biller. Where there is no Biller Agreement, the terms of these Biller Terms and Conditions (and any order forms) shall be the sole and entire agreement between the parties.

5. 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.

6. Encrypted Card Readers. (Applicable where Card Readers has been designated on the Biller Order Form)

Encrypted Card Readers (or Card Readers as described in the Biller Order Form), are provided to the Biller for their use under license fee provided in the Biller Order Form. Invoice Clouds provides to Biller the products on license. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 6 referring to the encrypted card readers):

a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should this product fail to conform to manufacturer's specifications.. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's negligence, Reseller's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and manufacturer specifically disclaims any liability or warranty for goods resold in other than manufacturer's original packages, and for goods modified, altered, or treated by customers. Service may be obtained by delivering the product during the warranty period as instructed by Invoice

b. The following is the repair and replacement policy:

Replacement Requests – Biller to notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket.

Invoice Cloud will update and or open a new ticket for the swap replacement request.
Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller the same day if request is submitted by 2 pm CST. Requests received after 2pm CST will be processed the following business day.

Shipping Method: Replacement devices will be shipped via Fed Ex 1-3 day at no charge to the Biller. If the Biller needs the device overnighted there is an additional cost of \$35.00 per device.

Biller have 14 business days to return to the device that is not working to Invoice Cloud, Inc. 1148 Vickery Lane, Cordova, TN 38016, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to the Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance,

install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network, or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

c. EXCEPT AS PROVIDED IN THIS SECTION 6, INVOICE CLOUD AND MANUFACTURER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD MANUFACTURER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES THAT THE MANUFACTURER PRODUCT IS OFFERED AS IS.

d. Responsibilities of Biller. Biller will be responsible for the following: (i) Providing Invoice Cloud with a static IP address or a specific range of static IP addresses, (ii) Confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and Manufacturer will have no liability therefore (provided that manufacturer will use Biller Transmitted Information only for purposes of this Agreement). Biller is solely responsible for implementing security measure, procedures, and standards or any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) Using the Services in the manner instructed by Invoice Cloud manufacturer and otherwise in the manner intended.

e. Network Security. Biller shall be solely responsible for ensuring that Authorized Biller Employees are not security risks. Upon Invoice Cloud's request, Biller will provide Invoice Cloud with any information reasonably necessary for Invoice Cloud to evaluate security issues relating to any Authorized Biller Employee. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of the devices may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third party vendors. At the end of the term, Biller shall be responsible to return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use devices at all times in a workmanlike manner and in such manner as will not damage or injure the devices except by the ordinary wear and tear of such devices. In the event of damage to any devices, Biller shall notify Invoice Cloud who shall replace or repair the devices at Biller's expense.

Devices and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to devices until and unless devices is purchased and full payment therefor is made as herein provided. If Biller sells, assigns or attempts to sell or assign devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and with notice take possession of devices where found and to remove and keep or dispose of the same and any unpaid fees shall at once become due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of devices or otherwise enforce this Agreement or to collect moneys due hereunder Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

7. Kiosks (Applicable where Kiosks has been designated on the Biller Order Form)

Kiosks (as described in the Biller Order Form), are provided to the Biller for their use under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on license. Biller will be fully responsible for all Kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "products," "Products" and "kiosks" in this Section 7 referring to the kiosks and any firmware and software included with the kiosks and applicable documentation, as the same may be upgraded, modified, and enhanced from time to time):

a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use, the products for its customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes (without limitation) the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging, of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, delivered products must not be (a) copied, distributed, modified, translated, adapted or altered, in part or in whole, in any way or (b) decompiled, disassembled or reverse engineered or unbundled from any product nor may Biller seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained therein. In addition, Biller may not produce, copy or alter or modify any of the products or product packaging or labeling, or combine products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not erase, remove, cover, deface, or alter any copyright trademark or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to, either the Products or any other technical or promotional material relative to the Products.

b. Manufacturer Limited Warranty. Kiosk Information Systems, Inc. (“Kiosk.com”) warrants that the products provided pursuant to this Agreement will materially perform in accordance with the manufacturer’s published specifications. Warranty service is detailed in Section 7(d) below. Should the product fail to conform to manufacturer’s specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, biller’s negligence, or non-manufacturer negligence, or non-manufacturer modification of the product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective products to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY “AS IS” AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM- ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

c. Term and Effect of Termination. Minimum fee charges shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosks are operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller’s convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts that would have been due to Invoice Cloud through the end of the later of the term referenced in the Biller Agreement or the term of the kiosks referenced in the Biller Order Form, notwithstanding the termination, based on the minimum transaction fees on the Biller Order Form times the number of months that were remaining in the term in the Biller Order Form immediately prior to the effective date of termination, (c) all amounts due from Biller to the manufacturer for services or parts procured, and (d) any committed and non-cancellable amounts for equipment, products or kiosks, purchased by Invoice Cloud as a result of Biller’s order of kiosks.

d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service

Warranty from the Manufacturer:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

Expectations surrounding the scope of the KIOSK Advanced Exchange & Field Service Warranty are as follows:

i. Advanced Exchange & Field Service Description

- **Phone and Warranty Parts Shipment Support.** In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and / or **Field Service Technician** is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the KIOSK.COM Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
- **No charge for replacement components** to the extent warranted hereunder and subject to the terms and conditions herein.
- KIOSK.COM covers inbound and outbound shipping costs for failed / replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the customer receives the replacement, the failed part is then returned with the KIOSK pre-paid label.

ii. Exchange Warranty – Out of Scope Items

- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer’s factory, however, does not include consigned components, customer software application, network connectivity service, custom modifications or changes made to the system, cleaning, installation, or repositioning of system.
- Returned parts with **No Defect Found** (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, as well as hourly RMA diagnostic fees of \$125 / hour.)
- The most common source of “no defect found” parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e. normal wear and tear of external graphics etc.). Paint damage due to normal wear and tear is not covered under above warranty. Paint damage resulting from manufacturing defects will be covered by above warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse or environmental acts of God are not covered under this warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by customer, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday, to be eligible for the next day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is \$175 /hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service support until delinquent account payments are settled in full.

Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic internet services, such as DNS services), and that during such time Services may not be provided. Furthermore, Biller understands and agrees that the provisions of services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network, or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems provided, however, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the product or the Services.

c. Responsibilities of Biller.

(X) Biller will be responsible for the following: (i) Providing Invoice Cloud with a static IP address or a specific range of static IP addresses, and (ii) Confidentiality of End User's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"), and Invoice Cloud and Manufacturer will have no liability therefore. Biller is solely responsible for implementing security measure, procedures, and standards or any other best practice available to protect the confidentiality of Biller Transmitted Information, (iii) protecting the confidentiality of any information stored on Biller's servers, and (iv) Using the Services in the manner instructed by Invoice Cloud manufacturer and otherwise in the manner intended.

(Y) Biller shall be solely responsible for ensuring that Biller's employees are not security risks. Biller will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration or destruction.

(Z). Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) in as good condition as exists at the commencement of the term, reasonable wear and tear, excepted. Biller shall use and ensure that the kiosks are at all times used in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense.

f. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller sells, assigns or attempts to sell or assign kiosks or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and to remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If any step is taken by legal action or otherwise by Invoice Cloud to recover possession of kiosks or otherwise enforce this Agreement or to collect moneys due hereunder Biller shall pay Invoice Cloud the equivalent of the moneys expended or charges incurred by Invoice Cloud in such behalf, including reasonable attorney's fees.

8. Interactive Voice Response Functionality

a. License. For and in consideration for the payment of all fees and charges paid to Invoice Cloud, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. Indemnification. Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Section 10 and Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p) and will defend and hold Invoice Cloud and Licensor harmless from any and all claims and will indemnify Invoice Cloud and Licensor against any and all costs, fines, penalties,

causes of action and claims, including reasonable attorney's fees as a result of any act by Biller. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or Licensor.

c. Legal Compliance. Biller shall comply with all applicable laws, regulations, or other requirements of any governmental authority which affect this Agreement and the Biller's performance hereunder. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable law as it relates to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Though neither Invoice Cloud nor Licensor provides no legal advice to Biller, Biller understands the existence of, for example, Federal Trade Commission rules and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by those and all other laws while using the IVR.

d. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY NOR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or Licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and agrees not to hold Invoice Cloud or Licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor Licensor is responsible for any poor result as a result of judgments and choices made by Biller in using said service.

9. California Consumer Privacy Act of 2018

All capitalized terms used in this Section 8, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

- a. Invoice Cloud will not Sell Personal Information.
- b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Biller Agreement, or as otherwise permitted by CCPA.
- c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
- d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
- f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
- g. Invoice Cloud certifies it understands the prohibitions in this Section 8 and will comply with them.
- h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 8.