

## CLEAR PAYMENTS ECD END USER AGREEMENT

CPI and Customer are each individually a “Party” and are collectively referred to as “Parties.” CPI has developed an electronic check remote deposit application and check clearing process (the “**Clear Payments ECD System**”) for clearing and depositing transactions drawn on and deposited to United States financial institutions as described in Exhibit A. Customer wishes to gain access to, and use, the Clear Payments ECD System under the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained herein, and other valuable consideration, the parties, intending to be legally bound, as evidenced by the signature on the Customer Enrollment Form, agree as follows:

CPI hereby grants to Customer the Rights and Permissions to a limited, exclusive, personal, non-sublicensable, and non-transferable use of the Services and a limited, exclusive, personal, non-sublicensable, and non-transferable license to download and install the Application on the terms and conditions set out in this Agreement, including, if applicable, any API or online or enclosed documentation, data distributed to Customer's computer for processing and any future programming fixes, updates and upgrades, provided to Customer, onto a computer for Customer's sole use to install, interact with, and utilize the Application, including the content and features contained therein and the services related thereto and described above. Notwithstanding anything to the contrary contained herein, Customer shall not use, directly or indirectly, nor deliver, the Services or Application in or to any country where such use or delivery by Customer would be prohibited by virtue of any applicable law, regulation, or agency ruling; and

Notwithstanding anything to the contrary, Customer may not: (i) remove any proprietary notices from the Application; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the Application; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Application, including, without limitation, through sublicense, to any other entity without the prior written consent of CPI; (iv) use the Application for any commercial purpose (other than as an end user) or for the benefit of any third party; (v) use the Application in any way that would violate any applicable law, regulation or ordinance; (vi) collect any information or communication about the users of the Application by monitoring, interdicting or intercepting any process of the Application; or (vii) use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the Application; (viii) not use the Application to modify, delete or damage any information contained on the computers of any users connected to the Application; (ix) electronically transmit the Application or other CPI processes over a network except as necessary for Customer's licensed use of the Application; (x) use run-time versions of third-party products embedded in the Application, if any, for any use other than the intended use of the Application; (xi) modify, disassemble, decompile, or reverse engineer the Application or any CPI product or process; (xii) transfer possession of any copy of the Application to another party, except as expressly permitted herein; (xiii) sublicense or permit the Application to be sublicensed to any governmental entity without the prior written consent of CPI; or (xiv) use the Application in any way not expressly provided for in this Agreement. Furthermore, Customer may not use the Application to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Application, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; or (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias). There are no implied licenses. Customer agrees not to exceed the scope of the licenses granted herein. Customer acknowledges and agrees that CPI may, at any time, without notice, incorporate license management software into its Application to prevent Customer from exceeding the scope of the licenses. The Application may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. CPI emphasizes that it will only incorporate such third party software or services for the purpose of (i) adding new or additional functionality or (ii) improving the technical performance of the Application. All modifications and enhancements to the Application remain the sole property of CPI.

### RIGHTS TO SERVICES AND APPLICATION

1. Appointment of CPI. On the terms and conditions specified in this Agreement, Customer hereby appoints CPI to perform those remote deposit check payment and processing services specified on **Exhibit A** hereto (the “**CPI Services**”) and, also on such terms and conditions, CPI hereby accepts such appointment.

2. Fees. Customer shall pay CPI for the Services and equipment and any additional third-party and pass-through fees and assessments provided under or pursuant to this Agreement in accordance with the Pricing Schedule in **Exhibit B** hereto (the “**CPI Price Schedule**”), to include, but not limited to sums paid or payable by CPI that are attributable to Customer's obligations or activities under this Agreement, including without limitation any non-sufficient fund fees, chargebacks, monetary debits, fines, fees or costs imposed under the Check Clearing for the 21<sup>st</sup> Century Act (the “**Check 21 Act**”) and/or by any Regulatory Authority (as that term is hereinafter defined), processing financial institution, the National Automated Clearing House Association (“**NACHA**”), or other third parties. Such Customer Pricing may be amended by CPI from time to time in accordance with this Section. For the avoidance of doubt, the amount of fees and charges to Customer shall be exclusively determined by CPI. CPI will collect fees and payments by originating an ACH debit through the ACH Payment System or a similar system. Customer agrees to execute the ACH Authorization provided for in this agreement and hereby consents to monthly electronic payment, at the discretion of CPI, initiated by CPI, or a Third Party Processor. Set-up fees, equipment charges and other one-time, non-recurring fees are due by Customer immediately and will be debited from the Customer's Designated checking/savings account via ACH. ACH returned for any reasons will be assessed a returned item fee, as provided for on in Exhibit B, or the highest allowable charge for that state.

3. Term and Termination. The term of this Agreement shall commence on the date hereof and shall continue for the period specified on Exhibit B (the “**Initial Term**”) and automatically renew for successive one-month terms (the “**Renewal Term**”). Customer agrees to provide written notice of their desire to terminate this Agreement at least 60 days prior to the automatic renewal date. Notwithstanding the foregoing:

a. Either party may terminate this Agreement following the occurrence of a material breach or Event of Default by providing prior written notice to the other Party pursuant to Section 4. In addition, CPI may terminate this agreement immediately by written notice to Customer if Customer does not pay any fee or charge when due hereunder and such failure continues for a period of 10 days after CPI gives written notice thereof, it being understood, and agreed that if this Agreement is terminated pursuant to this Section (a), Customer shall simultaneously pay to CPI the Early Termination Fee (as defined in Exhibit B); and

b. CPI may terminate this agreement or restrict the provision of the Services hereunder at any time, without liability, upon written notice to Customer following the issuance of any order, rule, or regulation, the enactment of any law or the decision of any court of competent jurisdiction over CPI that prohibits CPI from providing the Services or restricts the provision of such Services so as to make the continued provision thereof unprofitable or undesirable, or would be unduly restrictive to CPI’s business or would require burdensome capital contributions or expenditures; and

c. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice, provided, however, that if the Customer effects such a termination pursuant to this Section 3(c) during the Term, it shall pay to CPI the Early Termination Fee.

4. Compliance With Applicable Law. Each party shall at all times throughout the Term be and remain in full compliance with all statutes, laws, ordinances, regulations, rules and other binding pronouncements (including without limitation those rules and regulations relating to or affecting the CPI System and/or CPI Services from time to time issued by CPI and/or which are promulgated under the authority of NACHA or under the Check 21 Act) (collectively, the “**Governing Regulations**”) promulgated by any applicable governmental, regulatory or other agency including without limitation those, if any, required by the United States Federal Reserve Bank and/or private organizations having jurisdiction over such parties and/or the use or other applications of the CPI System and/or the CPI Services (collectively, the “**Regulatory Authorities**”). CPI hereby reserves the right to suspend its provision of the CPI Services hereunder and/or to terminate this Agreement if it reasonably determines that Customer has violated any Governing Regulation, with such violation to be deemed a material breach hereof and such suspension or termination of this Agreement to be effective simultaneously with CPI’s delivery to Customer of notice to that effect.

5. Hardware, Communications and Network Security. Customer acknowledges that if its computer systems (including Internet connectivity) do not comply with the minimum recommendations of CPI, Services may not be performed in an optimal manner. Customer shall purchase or rent all necessary scanners from CPI. CPI disclaims all other warranties, express or implied, with respect to any third party equipment provided by CPI. CPI shall reserve a purchase money security interest in the equipment until all payments for the equipment are received. Customer will cooperate with CPI and execute such documents as CPI may request to protect CPI’s security interest in any such equipment. IN NO EVENT SHALL CPI, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE FOR ANY CLAIM WHATSOEVER RELATED TO EQUIPMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR STRICT LIABILITY, OR IN CONNECTION WITH OR ARISING OUT OF PERFORMANCE OR NON PERFORMANCE, OR OTHERWISE ARISING IN CONNECTION WITH, EQUIPMENT, OR CAUSED BY THE USE, MISUSE OR INABILITY TO BENEFIT FROM ANY EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. Customer shall comply with the minimum requirements for network security in order to receive Services. At a minimum, this includes using effective anti-virus programs, promptly installing security patches, protecting passwords and otherwise properly maintaining its computer equipment and system requirements necessary to receive Services. Customer acknowledges it will likely need to exceed the minimum requirements to comply with its responsibility to maintain its network security. Notwithstanding the foregoing and the provisions of the Procedures, Customer is ultimately liable on an ongoing basis for determining what measures are necessary to adequately secure its respective computer system and for maintaining the security of its computer system and the information stored on or sent from its computer system, whether an actual or potential compromise is known or unknown.

6. Ordinary Care, Limitation of Liability; No Other Warranty.

a. CPI warrants that it will use ordinary care in providing Services and will, at CPI’s expense, correct any errors that are due solely to CPI personnel or the processes developed and implemented by CPI. CPI’S SOLE LIABILITY TO CUSTOMER FOR BREACH OF THIS WARRANTY SHALL BE, WITHOUT ADDITIONAL CHARGE TO CUSTOMER, TO MAKE SUCH CORRECTIONS AS MAY BE NECESSARY TO KEEP THE SERVICES IN OPERATING ORDER IN ACCORDANCE WITH CPI’S SPECIFICATIONS AND THIS AGREEMENT, AND CUSTOMER AGREES TO ACCEPT THE CORRECTION OF ERRORS BY CPI AS ITS SOLE AND EXCLUSIVE REMEDY. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. CUSTOMER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE SERVICES TO ITS NEEDS AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CPI MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FROM A COURSE OF DEALING OR CPIC OR TRADE OR ARISING OTHERWISE BY LAW.

b. Customer will be liable for and shall hold harmless and indemnify CPI, its employees, agents and Third Party Processors from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys’ fees) arising from the failure of Customer to comply with the following requirements: (i) Only Items that are authorized by this Agreement shall be scanned, (ii) No duplicate Images of Items will be created, nor will any duplicate Image or File be transmitted,

nor will the original Item from which an Image was created be deposited or otherwise negotiated, (iii) No subsequent transferee will be asked to pay the original Item from which an Image was created or duplication made (whether paper or electronic), (iv) All Information submitted to CPI is true, complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Customer throughout the term of this Agreement, (v) No Customer is not engaged or affiliated with any businesses, products or methods of selling other than as provided in the Information, except as any such change has been noticed to Customer in compliance with this Agreement, (vi) Customer and the person signing this Agreement have the power to execute and perform the obligations of Customer under this Agreement and this Agreement will not violate any law, or conflict with any other agreement to which Customer is subject, (vii) All Items and business transactions of Customer are bona fide and each Customer conducts its business and submits Items and Files in compliance with this Agreement and all applicable Laws and Rules, (viii) Files and Items submitted to CPI do not contain computer viruses or other harmful, intrusive, or invasive codes and Customer maintains its respective computer system in compliance with this Agreement, and (ix) Customer agrees to indemnify and hold CPI harmless from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from the breach of any of Customer's warranties, representations or obligations under this Agreement.

7. Title to Property; Mutual Confidentiality.

a. The Application contains proprietary and confidential information of CPI, and other contractually related third party service providers, including patents, copyrights, trade secrets or trademarks contained therein, which are protected by copyright laws, trademark laws as well as other intellectual property laws. Title to and ownership of the Application, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of CPI, and other contractually related third party service providers, and except for the limited license to use the Application granted to Customer, CPI reserves all right, title and interest in these services and/or to the Application conveyed to them contractually through third party service providers. Customer shall not take any action to jeopardize, limit or interfere with CPI's intellectual property rights and/or ownership of and rights with respect to the Application or other processes powered by CPI. Customer is not permitted to remove from or change in the Application any designation or sign concerning or including copyrights, trademarks, trade names or other intellectual or industrial property rights, including any indications concerning the confidential nature and secrecy of the Application, except as otherwise provided in this Agreement. Customer acknowledges that any unauthorized copying or unauthorized use of the Application or intellectual property rights is a violation of this Agreement and copyright, trademark or other intellectual property laws and is strictly prohibited. All inventions and improvements, whether patentable or not, developed projects, technical or other information, computer designs and materials for the Services, including the Application, policies, processes, formulae, techniques, know-how and other knowledge, information, trade secrets, trade practices and/or facts relating to design, construction, or implementation of the Services or relating to devices, computer programs (whether embodied in source or object code), policies, processes, formulae, techniques, know-how, and other knowledge, information, trade secrets, and trade practices (collectively "inventions") CPI makes during the period of the Services provided to Customer, including any inventions made in connection with this Agreement, shall be the sole and exclusive property of CPI and other contractually related third party service providers.

b. Confidential Information means proprietary or confidential information designated in writing as such or that by nature of the circumstances surrounding the disclosure ought to, in good faith, be treated as proprietary or confidential, including the Services and Application and any trade secrets contained therein. Each Party agrees (i) that during the course of its performance of its Agreement it may have access to or be provided with Confidential Information of the other Party; (ii) that the Confidential Information of the other shall remain the property of the other, that such Confidential Information is made available on a limited use basis solely in connection with this Agreement and that such Confidential Information shall be disclosed only to authorized employees and agents; (iii) that it will advise its employees to whom the information is disclosed of their obligations under this agreement; (iv) that it will not sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other Party; (v) that it will not use such Confidential Information except pursuant to this Agreement; and (vi) that it will use the same degree of care it uses for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure of such Confidential Information to any unauthorized person. Upon termination of this Agreement, all copies of Confidential Information shall be returned to the owner thereof. The restrictions under this Section shall not apply to information that: (i) is or becomes publicly known through no intentional act of the Party receiving the Confidential Information; or (ii) becomes known to a Party without confidential or proprietary restriction from a source other than the disclosing Party; or (iii) a Party can show by written records was in its possession prior to disclosure by the other Party. If a Party is legally compelled to disclose any Confidential Information it will be entitled to do so provided it gives the other Party prompt notice.

c. CPI shall have no liability to third parties, including without limitation for theft, vandalism, assault or any other misconduct, INCLUDING CLAIMS FOR NEGLIGENCE, of any person that occurs in the proximity of a Terminal or at a Site, arising out of the performance or non-performance of Services or the use or operation of the Terminals, and Customer shall indemnify and hold CPI harmless from any and all liability or expenses or claims of third parties relating thereto. In addition, Customer will be liable for and shall hold harmless and indemnify CPI, its employees, agents and Third Party Processors from and against all claims of any sort by third parties or others arising out of Customer's responsibilities and duties under this Agreement, including all losses and expenses incurred by CPI due to the failure of Customer to report required changes, to prevent a breach in its respective computer systems or in information stored on or sent from such system(s), whether the item or event causing the breach was known or unknown, to maintain compliance with the Laws and Rules, or due to transmission of incorrect data or Files by Customer. CPI will be liable for, hold harmless, and will indemnify Customer, its employees and agents from and against all claims of any sort by third parties or others arising out of CPI's responsibilities and duties under this Agreement.

8. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CPI, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS

OR NETWORK SERVICE PROVIDERS BE LIABLE UNDER ANY THEORY, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED, PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING OUT OF THIS AGREEMENT OR CPI'S PERFORMANCE OR NON-PERFORMANCE (INCLUDING BREACH) UNDER, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, OR CAUSED BY THE USE, MISUSE, OR INABILITY TO BENEFIT FROM THE SERVICES, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE, EVEN IF CPI HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9. Customer Remedies. CPI and Customer acknowledge that circumstances could arise entitling Customer to damages or rescission arising from a failure by CPI to perform its obligations and have agreed in all such circumstances that Customer's remedies and CPI's liabilities will be limited to those set forth in this Agreement. Such limitation will survive termination of this Agreement notwithstanding Customer's election to rescind or otherwise be discharged from this Agreement. Subject to the foregoing, CPI's liability, if any, for any claims, costs, damages, losses, or expenses arising out of or in any way related to its performance under this Agreement, including but not limited to liability for authorizing or failing to authorize Transactions on behalf of Customer or its end users, shall be limited to the lesser of the amount provided for in this Agreement, if any, or general money damages in an amount not to exceed the total charges paid by Customer hereunder during the three months immediately preceding the date upon which Customer's claim for such damages arose. Except as expressly provided in this Agreement, Customer agrees that CPI shall have no duty of indemnity or contribution for a third party claim against Customer arising from the use of the Application or CPI's performance of any Services hereunder, including claims arising out of NEGLIGENCE. Customer and CPI agree that the remedy and damage limitation provisions contained in this Agreement are reasonable in light of all present and predictable circumstances, including, but not limited to, the amount of fees and transaction costs charged by CPI under this Agreement and the possible amount of actual damages to Customer. Customer acknowledges that it has read and understands the preceding limitation, and that it serves as part of the consideration for CPI providing the Services as specified herein.

10. General Indemnities. Customer understands that CPI will provide the Services and Application to Customer based on information generated by the Application and that Customer assumes the sole responsibility of the information and shall indemnify CPI from any damages with respect thereto and arising as a result thereof. CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CPI AND ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS DIRECTORS, EMPLOYEES, AGENTS, AND NETWORK SERVICE PROVIDERS AT CUSTOMER'S EXPENSE, AGAINST ANY AND ALL THIRD-PARTY CLAIMS, **INCLUDING CLAIMS FOR NEGLIGENCE, ACTIONS, PROCEEDINGS, AND SUITS AND ALL RELATED LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS'S FEES AND OTHER DISPUTE RESOLUTION EXPENSES) INCURRED BY CPI ARISING OUT OF OR RELATING TO CUSTOMER'S OR ANY OF ITS AGENTS' (a) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY POLICY OR GUIDELINES REFERENCED HEREIN, (b) INTENTIONAL OR NEGLIGENT VIOLATION OF ANY APPLICABLE LAWS, (c) INTENTIONAL OR NEGLIGENT VIOLATION OF ANY RIGHTS OR INJURY TO ANY THIRD PARTY, OR (d) USE OR MISUSE OF THE SERVICES.**

11. Disclaimer of Warranties. THE SERVICES AND APPLICATION ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS, OR REPRESENTATIONS MADE BY CPI, EITHER EXPRESSED, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES AND APPLICATION, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE. CPI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, NOR DOES CPI WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. CUSTOMER ACKNOWLEDGES THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE APPLICATION REMAINS WITH CUSTOMER TO THE MAXIMUM EXTENT PERMITTED BY LAW. CPI DOES NOT GUARANTEE THE ACCURACY, INTEGRITY, OR QUALITY OF THE APPLICATION. UNDER ANY CIRCUMSTANCES, CPI WILL NOT BE LIABLE IN ANY WAY FOR THE NATURE OF ANY CONTENT, FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY CONTENT.

12. General Provisions.

a. Regulatory Access. CPI and Customer will provide reasonable access for audit purposes to any state or federal agencies with jurisdiction over Customer or CPI.

b. Force Majeure. CPI shall not be in default of this Agreement or liable for any loss or damage of any kind resulting from any delay or failure to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including without limitation any shortage of material, labor dispute or strike, act of God, weather conditions, war, acts of terrorism, embargo, fire, riot, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment.

c. Binding Effect; Assignment. This Agreement is binding on the Parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement, in whole or in part, without the prior written consent of CPI, which consent shall not be unreasonably withheld. CPI may at its sole discretion assign this Agreement without giving prior notice.

d. Construction. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder shall not in any way be affected. Neither Party shall be deemed the agent,

partner or co-venturer of the other by reason of this Agreement or Customer's use of the Services. The failure of either Party to enforce at any time any provision of this Agreement or to exercise any right provided herein shall not in any way be construed to be a waiver of the provision or right and shall not in any way affect the validity of this Agreement or limit, prevent or impair the right of either Party to subsequently enforce the provision or exercise the right.

e. Governing Law; Consent to Jurisdiction; Legal Fees. This Agreement shall be governed by the laws of the State of Tennessee applicable to contracts made and to be performed wholly within such state, without regard to principles of conflicts of laws. Customer hereby irrevocably and unconditionally consents and submits to the in personam jurisdiction of any court in Davidson County, Tennessee, having jurisdiction over matters relating to this Agreement. Such courts shall be the exclusive forum for the resolution of any and all disputes between the Parties, unless otherwise agreed in writing. Customer agrees that service of process in any action or proceeding hereunder may be made upon Customer by certified mail, return receipt requested, to the address for notice set forth herein. Customer irrevocably waives any objection it may have to the venue of any action, suit or proceeding brought in such courts or to the convenience of the forum, and waives the right to proceed in any other jurisdiction. If it becomes necessary for any Party to commence any proceeding or action to enforce the provisions of this Agreement, either seeking injunctive relief or damages, the prevailing Party shall also be entitled to recover all reasonable attorneys' fees, court costs and other expenses incurred in connection therewith.

f. Entire Agreement. This Agreement and any amendments or attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other communications, written or oral. This Agreement may not be released, discharged or modified in any manner except in writing signed by both parties. No purchase order or other form of the Customer will modify, supersede, add to or in any way vary the terms of this Agreement. Any acknowledgment by an employee of CPI of such a Customer form shall be solely for informational purposes. Notwithstanding the foregoing, CPI may modify this Agreement as needed to meet any requirements or rules of applicable networks or licensors, provided, however, no such modifications shall affect the obligations of the Parties prior to the modification. CPI shall provide all modifications of this Agreement in writing to the Customer. Customer may not modify this Agreement without the prior written consent of CPI.

g. Notice. Any notice required or permitted hereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, first class postage prepaid, to the address of the party receiving notice as it appears for the Customer on the Customer Enrollment page or for CPI, as it appears hereto, as such address may be changed through like written notice to the other party. Any written notice under this Agreement will be deemed given upon the earlier of: (i) actual receipt indicated by confirmation receipt if by hand delivery, facsimile, United States mail, private courier, or electronic mail, or (ii) five days after being deposited in the United States mail, properly addressed to the intended Party recipient at the last known address shown on the records of the Party sender. If written notice is not otherwise required, verbal notice shall be acceptable, effective upon receipt or as otherwise specified, if followed up with a written confirmation notice.

**Address for Notice Purposes to Clear Payments, Inc.: 660 Bakers Bridge Avenue, Suite 100, Franklin, TN 37067**

h. Amendments. CPI may propose amendments or additions to this Agreement. Customer will be notified of any such proposed amendment or addition via a periodic statement or other form of written notice. Customer will be deemed to have agreed to the change if Customer continues to present Items or Files for processing after five business days following the time at which notice is deemed given. Notwithstanding the previous sentence, changes to Fees that may be assessed under this Agreement will be effective upon written notice to Customer, unless a later effective date is provided.

**SCHEDULE EXHIBITS:**

**Exhibit A** Description of Clear Payments ECD Product and Services

**Exhibit B** Clear Payments ECD Terms and Pricing Schedule

**Exhibit C** Hardware, Software and Telecommunications Requirements

## EXHIBIT A

### Clear Payments ECD Product and Services

#### Objective

The Clear Payments ECD System provides a method for depositing paper checks drawn on U.S. financial institutions to the bank and bank account of the Customer's choice. Checks are scanned by the Customer and cleared as qualifying Check21 images using CPI's back-office maintained and hosted by CPI.

#### Data Collection

1. Paper checks will be converted to electronic images according to the rules promulgated under the Check 21 Act (the "Check 21 Rules").
2. The Customer is responsible for imaging the paper check and in the same process ensuring that the information contained in the MICR line of the paper check was accurately captured. The Customer is also responsible for reviewing each image for clarity to ensure that the item can be reproduced as an Image Replacement Document.
3. The Customer is responsible for accurately inputting the dollar amount of the check along with any other optional information that the Customer wants retained by the CPI System.
4. CPI will indicate acceptance or rejection of all Customer-entered transactions.
5. Paper checks must be electronically scanned and imaged using only a CPI-certified scanning/imaging device as specified on Exhibit B.
6. The Customer will be provided with an identification number ("ID") and Customer password controlled by the Customer for access to the CPI System. Passwords and IDs are not to be shared among multiple individuals.
7. CPI will retain an image of each check on-line for at least 120 days and off-line for a period of 2 years, in each case, immediately following the date upon which such check is transmitted by Customer to the CPI System.
8. The Customer will be responsible for processing any rejected transactions as paper checks through the paper check deposit process.
9. After receipt of this information, CPI will create an image of the check in the ANS X9.37 DSTU image format.
10. CPI will present check images to the clearing institution for settlement.
11. CPI will deposit settled funds to Customer's designated depository account(s) via an ACH credit.
12. Clear Payments ECD reporting screens will allow the Customer to view and research transaction history.
13. Clear Payments ECD will be used to report returned items.

#### Back-office Processes

1. The Customer must enter the information to the CPI System according to the time schedule established by CPI in order for the items to be processed on that day's business.
2. CPI is not responsible for determining if a file has or has not been received according to the schedule. The Customer will be able to determine if CPI has received the file by referring to the Clear Payments ECD confirmation page.
3. CPI will validate the format of the data and will screen the transit routing and account number data to verify the accuracy of the transit routing and (if available) the format of the account number.
4. The check images will be submitted to the Federal Reserve in an approved image format via CPI's designated sponsor clearing entities. The Federal Reserve will initially post settled funds to CPI's account and CPI will initiate credits directly to the Customer's designated depository account via ACH credit.
5. The Customer will maintain the original paper checks for a period of 30 days after their transmission to the CPI System at which time the original items may be destroyed.
6. Return item settlement and processing will be handled as stated on the Customer setup form. Settlement will be controlled and created by CPI.
7. All transaction information will be stored in a database maintained by CPI.

**EXHIBIT B**

**Clear Payments ECD Terms and Pricing Schedule**

**Standard Low Cost Small Business Peachtree RDC Program**

The Standard Remote Deposit Capture Program utilizing the low cost Unisys Micro SS single feed check scanner and up to 100 checks will be offered under two optional payment plans as described below:

<b>Description</b>	<b><u>Option 1:</u></b> 12 Month Term	<b><u>Option 2:</u></b> Month to Month
<b><u>Initial Engagement and Installation Fee</u></b> Includes check scanner deployment, Initial Processing Application (IPA) fee, software download link and training	\$99.00	\$149.00
<b><u>All Inclusive Monthly Fee Plan</u></b> Includes check processing for up to 100 checks, Image and deposit QA, internet accessible detail reporting, scanner depot maintenance, customer service and online statements	\$42.50	\$49.50
<b><u>Unisys Micro SS Check Scanner</u></b> Single Feed, USB 2.0 connection, USB 2.0 powered, front-back scan, 600 DPI, (higher capacity auto feed scanners priced under options. Scans approximately 8 checks per minute	\$99.00	\$225.00
<b>• Additional Fees</b>		
<b><u>Overage Per Check Item Fee</u></b> Charged only after free 100 check per month limit exceeded	\$0.15	\$0.17
<b><u>Additional User(s)</u></b> base product includes two users	\$6.95	\$9.95
<b><u>Additional Deposit Account(s)</u></b> base product includes deposit to one DDA	\$6.95	\$9.95
<b><u>Additional Scanning Location(s)</u></b>	\$12.95	\$15.95
<b><u>Return Item Processing Fee</u></b> Charge for all check items returned during clearing process	\$15.00	\$17.00
<b><u>Deposit Adjustment Fee</u></b> per batch	\$3.00	\$5.00
<b><u>Early Termination Fee</u></b>	\$250	\$250
<b><u>Optional High Speed Scanners:</u></b> Suggested for processing high volume (over 25 checks per day)		
<b>Unisys Smart Source Value Series</b> 30 Check Per Minute Scanner	\$884	\$959
<b>Unisys Pro Series</b> 60 Check Per Minute Scanner	\$1,339	\$1,449
<b>Unisys Smart Source Pro Series</b> 120 Check Per Minute Scanner	\$1,499	\$1,626
<b>Others available upon request</b>	TBD	TBD

## EXHIBIT C

### CUSTOMER HARDWARE, SOFTWARE AND TELECOMMUNICATIONS REQUIREMENTS

#### Required Hardware and Communications Equipment

Clear Payments ECD has the following hardware and software requirements:

Processor: 1GB MHz Intel Pentium Processor

RAM: 512 MB

Hard Disk Space: 200 MB free space

QuickBooks: QuickBooks 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009

OS: Windows XP SP2 or greater with .Net framework 3.5 SP1 (if 3.5 SP1 is not present, system will install automatically)

High Speed Internet Access – DSL or better preferred

Browser: Internet Explorer 6.0 or higher