



**MASTER AGREEMENT
FOR
GOVERNMENT CUSTOMERS**

OFFICE ADDRESS OF JHA:
Jack Henry & Associates, Inc.
663 Highway 60 • P. O. Box 807
Monett, MO 65708

DATE: January 11, 2019

NAME AND ADDRESS OF CUSTOMER:
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Jack Henry & Associates, Inc., acting through its ProfitStars® Division ("JHA") and Customer agree to this Master Agreement for Government Customers (the "Master Agreement") relating to Customer's acquisition of JHA's ProfitStars software products, services and hardware as further described in the following Exhibit to this Master Agreement:

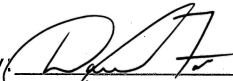
Exhibit	Title of Exhibit
A	Products and Services Schedule No. 1

The parties acknowledge and agree that this Master Agreement, together with the attached Exhibit, constitute the entire agreement between the parties with respect to the subject matter hereof.

In witness of this agreement, authorized representatives of the parties have executed this Master Agreement where provided below.

JHA:
JACK HENRY & ASSOCIATES, INC.
ProfitStars Division

Customer:
City of La Crosse

By: 

By: 

Printed Name: David Foss

Printed Name: Valerie Fenske

Title: President & CEO

Title: Director of Finance &

Date: 6/21/19

Date: 6/18/19 Human Resources

JS#103326
Will Flowers/amcw



**Master Agreement
Standard Terms and Conditions
(Government Customers)**

1. DEFINITIONS

1.1 "Customer" means the government customer identified in this Master Agreement.

1.2 "Documentation" means all installation, operating instruction and end user manuals, in hard copy or electronic form, provided by JHA with the Software programs to support the use and operation of the Software programs.

1.3 "Enhancements" mean new Software program or Services features or functions provided by JHA to Customer and other JHA customers as part of Maintenance which are not licensed or sold by JHA separately for an additional Software license or Services subscription fee payable by its customers generally. Once installed by Customer, Enhancements become an integrated part of the Software or Services, as applicable.

1.4 "Error" means any material defect or malfunction of a Software product or Services that causes the Software or Services not to operate in accordance with the Documentation.

1.5 "Hardware" means any third party computers, scanners, peripherals or other equipment offered by JHA to Customer and any third party operating system, database, firmware and other software programs that may be installed on the Hardware and used to operate the Hardware.

1.6 "JHA" means Jack Henry & Associates, Inc. and/or its subsidiary or affiliated companies who have executed the Master Agreement and provide the Solution, Maintenance and Professional Services to Customer under the Master Agreement

1.7 "Maintenance" means the standard Software or Services maintenance support deliverables provided by JHA to Customer as further specified in an Exhibit or Schedule to this Master Agreement.

1.8 "Professional Services" means any installation, conversion, customization, consulting, training or other services performed by JHA to assist in Customer's implementation of the Solution.

1.9 "Services" means any solution-based service offering other than Professional Services which is identified in the Exhibit or Schedule and is owned by JHA.

1.10 "Software" means the JHA software programs identified in the Exhibit or Schedule; Documentation accompanying the software programs; and all Enhancements, Updates, Upgrades, customizations, modifications of the software programs and Documentation.

1.11 "Solution" means any combination of Software, Third Party Software, Services, Third Party Services and Hardware which are provided by JHA to Customer under the Master Agreement.

1.12 "Third Party Services" shall mean any service offering which is identified as a Third Party Services offering in the Exhibit or Schedule and is owned by a party other than JHA.

1.13 "Third Party Software" means any software program and accompanying documentation that is identified as a Third Party Software product in the Exhibit or Schedule and is owned and licensed by a party other than JHA.

1.14 "Updates" means periodic program fixes, patches and releases issued by JHA to correct Errors reported in the Software programs or Services as part of standard Maintenance. Once installed by Customer, Updates become an integrated part of the Software or Services, as applicable.

1.15 "Upgrades" means new versions of the Software or Services issued by JHA which include major new features and functionality for which JHA requires the payment of a separate Software license or Services subscription fee from its customers generally.

2. SCOPE OF AGREEMENT

2.1 These Standard Terms and Conditions pertain to Software licenses, Services and Hardware acquired by Customer from JHA and associated Maintenance and Professional Services that may be acquired by Customer from JHA with respect to installation and implementation of the Software, Services and Hardware. Each Software license, Services and Hardware acquisition transaction will be identified in an Exhibit, Attachment, Addendum or Schedule to this Master Agreement ("Exhibit or Schedule").

2.2 With respect to Third Party Software licensed or Third Party Services acquired by Customer from JHA, the third party owner's software license agreement or services agreement accompanying the Third Party Software or Third Party Services will govern Customer's use. For a particular Software or Services offering, a supplemental exhibit or addendum document may be included with the Master Agreement.

3. FEES

3.1 Customer shall pay to JHA the fees and expenses identified in the Master Agreement for the Solution, Maintenance and Professional Services delivered by JHA to Customer which conform to the Master Agreement.

3.2 Customer shall promptly reimburse JHA for all actual, reasonable out-of-pocket expenses incurred by JHA's personnel traveling to and from Customer's site to perform Professional Services. If the Master Agreement indicates a not-to-exceed amount for these reimbursable expenses, JHA will limit its billing of its reimbursable expenses to the agreed limit. JHA will incur these expenses in accordance with JHA's corporate travel policies and procedures and will invoice these expenses to Customer on a monthly basis as incurred. With its invoices, JHA will provide documentation of all reimbursable travel expenses charged to Customer.

3.3 The parties recognize that Customer is a government entity and as a result JHA will not invoice Customer for sales or use taxes pertaining to the transactions identified in the Master Agreement on the basis of Customer's status as a tax-exempt entity. If however Customer is not exempt from the obligation to pay such taxes for the items or services provided by JHA to Customer under the Master Agreement, JHA will invoice Customer and Customer shall be solely responsible to pay all such taxes imposed by another government entity on the transactions completed under the Master Agreement, except for taxes based on JHA's revenue or income.

4. GRANT OF LICENSES AND USAGE RIGHTS TO SOFTWARE AND SERVICES

4.1 Software Licenses and Usage Rights. In consideration of Customer's payment of the Software license fees identified in the Exhibit or Schedule, JHA grants to Customer a non-transferable (except as authorized herein) and non-exclusive license or usage right to install the Software internally and access and use the Software solely for its internal operations, in accordance with the scope, configuration and quantity of the Software licenses identified in the Exhibit or Schedule and pursuant to these Standard Terms and Conditions. For Software designated as server-based Software, Customer shall be entitled to install, access and use the Software programs on a single server computer located at Customer's site listed in the Exhibit or Schedule. Customer may transfer the installation of the Software programs to another server at Customer's site by giving JHA prior written notice and the full installation details of the new Customer site of the installation. For Software designated as being workstation-based Software, Customer may install the Software programs on the number of Customer-owned client workstations and access the Software programs up to the maximum limit of the authorized users shown in the Exhibit or Schedule for the workstation licenses purchased by Customer. If the Software license has an annual license term, the annual Software license fee includes standard Maintenance provided by JHA for the Software products.

4.2 U.S. Government Rights. If Customer is a U.S. government entity, the Software products and/or Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software—Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable.

4.3 Software License and Usage Right Term Period:

(a) License and Usage Right Term Options. As shown in JHA's quotation of Software licensing or usage rights options to Customer, JHA may offer the Software products for Customer's use for the duration of any of the following license or usage right term periods:

(1) Twenty five (25) year license term, which requires the payment of a one-time license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are charged separately from this one-time license fee.

(2) Twelve (12) month license term ("Annual Term"), which is renewable for successive twelve month periods and requires the payment of an annual license fee to JHA for Customer's use of the Software over this

period. Annual Software Maintenance fees are included as part of the Annual Term license fees paid by Customer.

(3) Monthly Usage right term ("Monthly Usage Term"), which is renewable on a calendar monthly basis and requires the payment of a monthly usage fee to JHA for Customer's use of the Software over this period. Software Maintenance fees are included as part of the Monthly Usage Term fees paid by Customer.

The type and duration of Software licenses acquired by Customer will be specified in the Exhibit or Schedule. JHA reserves the right to not offer any of the foregoing Software license term options for specific Software products. If no Software license term is specified in the Exhibit or Schedule, then the license term period for the Software shall be deemed to be for an Annual Term.

(b) License Term Commencement: For all Software licensed under the Master Agreement, the term of the Software license granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the following date as applicable (the "Commencement Date"):

(1) If Customer has contracted with JHA to install the Software at Customer's location, then the effective date of the license shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(2) If Customer has not contracted with JHA to install the Software at Customer's location, then the effective date of this initial license of the Software shall be the date of JHA's delivery of the Software to Customer.

(3) If Customer has contracted with JHA to install and use the Software as part of processing services or a hosted service to be provided by JHA to Customer via a remote Customer connection to JHA's data center or hosted service center used by JHA to provide the Software to Customer, then the effective date of the license or usage right shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(c) Annual Term Licenses.

(1) For Annual Term Software licenses, after completion of the initial Annual Term of the Software license, the Software license may be renewed by Customer for additional Annual Terms as follows:

(A) JHA will provide Customer with a quotation or invoice of the Annual Term license fees due for the next following Annual Term license period for the Software then licensed by Customer. JHA shall provide this written quotation or invoice to Customer no later than sixty (60) days prior to the Annual Term license renewal anniversary date. The Annual Term Software license fee will not be increased by JHA by more than ten percent (10%) over the preceding Annual Term Software license fee for the same scope and configuration of the Software licenses, except as provided in Section 4.5 below. If JHA does not notify Customer of an increase in the Annual Term license fees, then the renewal Annual Term license fees shall be the same as the Annual Term license fees paid by Customer for the Annual Term period immediately preceding the renewal Annual Term period.

(B) Customer may contract for the Annual Term license renewal by (i) issuing a purchase order to JHA prior to the next renewal Annual Term anniversary date for the Software license, which indicates an Annual Term license renewal for the Software products, or (ii) paying the invoice received from JHA for the renewal Annual Term license no later than the renewal anniversary date.

(2) Withdrawal of Annual Term Licenses: After completion of the first full initial Annual Term license period, JHA reserves the right to withdraw the availability of the Annual Term licenses of any or all of the Software products licensed by Customer, by giving Customer written notice of non-renewal of the Annual Term licenses at least one hundred eighty (180) days prior to the next renewal anniversary date.

(3) Prorated Initial Annual Renewal Term: After completion of the first Annual Term, JHA reserves the right to prorate the Annual Term so that it will expire on the next following July 1 and each Annual Term will commence on July 1 thereafter. In this instance, JHA will issue a partial year invoice to Customer covering this prorated Annual Term period, and issue regular full Annual Term invoices to Customer thereafter.

(d) Monthly Usage Term: For Monthly Usage Term transactions, the Monthly Usage Term will automatically renew on a calendar monthly basis, until such time that either Customer or JHA shall terminate the Monthly Usage term by giving at least ninety (90) days prior written notice of termination. Each monthly fee will be due and payable by Customer in advance no later than the first day of each calendar month during the term of the Monthly Usage Term.

4.4 Services Subscription Term: For Services acquired under the Master Agreement, the subscription term of the Services granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the date that the Services have been installed and tested by JHA and are first made available to Customer for use in its production

environment (the "Commencement Date"). If no Services subscription term is specified in the Exhibit or Schedule and the Services are being acquired by Customer for use with Software licensed under the Master Agreement, then the initial subscription term for the Services shall be for a period of one (1) year and automatically renewed for additional terms of one (1) year each unless terminated by either party giving the other party at least ninety (90) days written notice of termination prior to the annual renewal anniversary date.

4.5 Additional Software or Services fees will be due and payable by Customer to JHA for using the Software or Services to process the data or requirements of entities other than Customer; for an increase in the scope, configuration or quantity of its existing Software licenses or Services; or for licensing or acquiring additional Software products or Services. The Software and Services are licensed and provided for use in Customer's production environment. If Customer wishes to utilize the Software or Services in its nonproduction environments, such as development, testing, or disaster recovery, additional Software license or usage rights fees or Services fees may be charged by JHA for such use.

4.6 Except as authorized by law or in these Standard Terms and Conditions, the Software licenses or Services acquired by Customer may not be assigned, sublicensed, or otherwise transferred or copied in any manner by Customer to any other entity without the prior written consent of JHA. The Software or Services may not be used by Customer in a timesharing, rental, ASP/hosted or service bureau environment to provide access to the Software or Services to a third party, without the prior written consent of JHA. Customer shall be authorized to make a reasonable number of copies of the Software for its archival or back-up purposes only. Customer may print a reasonable number of hard copies of the online Documentation for the sole reference and use by individual users of the Software within Customer's organization. All authorized copies of the Software programs or Documentation made by Customer shall include all of the proprietary notices and legends included by JHA or its licensors on the original Software programs and Documentation.

4.7 Customer shall not disassemble, reverse engineer, decompile or perform any other action to determine the source code of the Solution except to the extent such action is authorized by applicable law, nor shall Customer create any derivative works from the Solution. Customer shall not remove or alter proprietary notices or legends placed by JHA or its licensors on any of the Solution or on other materials associated with the Solution.

4.8 If Customer wishes to provide access to any features or functions performed by the Software or Services to any third party provider in order to establish interoperability between JHA's Software or Services and the third party's products or services, Customer will first require the third party provider to sign JHA's standard confidentiality agreement provided by JHA for this purpose, authorizing the third party provider's use of and access to the Software or Services.

4.9 Customer covenants and warrants to JHA that all third parties granted access to or use of the Software or Services by Customer shall abide by and be bound to comply with the provisions of the Master Agreement and these Standard Terms and Conditions as though they were the Customer. Customer accepts full responsibility and liability to JHA for any breach of the Master Agreement or these Standard Terms and Conditions committed by the third party who is granted access to the Software by Customer. A breach of the Master Agreement or these Standard Terms and Conditions committed by a third party granted access to the Software by Customer shall be deemed to be a breach committed by Customer. JHA and its licensors shall be deemed to be intended third party beneficiaries of any written agreement between Customer and a third party to whom Customer has granted access to the Software or Services, to enable JHA and its licensors at their election to enforce the terms of the Master Agreement and protect their rights to the Software and Services directly against the third party.

4.10 For any Third Party Software or Third Party Services identified in the Exhibit or Schedule, the licenses and rights granted to Customer for use of the Third Party Software or Third Party Services will be specified in and governed by one of the following:

(a) Supplemental terms and conditions appended to the Master Agreement which apply solely to the Third Party Software or Third Party Services involved; or

(b) a separate software license agreement or services agreement provided by the owner of the Third Party Software or Third Party Services which the owner requires to be signed or acknowledged by Customer prior to being granted access to the Third Party Software or Third Party Services.

JHA makes no separate grant of licenses or rights or extends any product or services warranties, indemnities and liabilities for Third Party Software or Third Party Services to Customer. Any warranties or indemnities provided by the owner of the Third Party Software or Third Party Services in its standard software end-user license agreement or services agreement shall exclusively apply to the product or services. To the extent authorized by the owner of the Third Party Software or Third Party Services, JHA shall pass through to Customer for Customer's benefit all end-user software warranties and indemnities that the owner of the Third Party Software or Third Party Services provides directly to JHA.

4.11 Not more than once each calendar year during the term of the Master Agreement, JHA or its audit representatives may at JHA's expense conduct an audit at Customer's site upon at least fifteen (15) days prior written notice to verify that Customer's use of the Solution conforms to the terms of the Master Agreement and these Standard Terms and Conditions. If an audit uncovers wrongful use or copying of the Solution by Customer, Customer shall pay to JHA the then-current fees due for the additional copying and usage of the Software or Services. Further, if the additional fees associated with Customer's wrongful copying or usage of the Solution exceeds 120% of the fees paid by Customer for its licensed Solution installation, Customer shall reimburse JHA for its reasonable costs of performing the audit.

5. HARDWARE ACQUISITION TERMS

5.1 All Hardware sold by JHA to Customer under the Master Agreement is manufactured by third parties. Upon mutual execution of the Exhibit or Schedule, JHA will place an order for the Hardware with the third party manufacturer of the Hardware or its distributor or dealer for delivery of the Hardware to Customer. The Hardware will conform to the then-current published written technical specifications of the Hardware provided by JHA to Customer immediately prior to execution of the Exhibit or Schedule. In the event that Customer requests a change in the order specifications or Hardware configuration details after JHA's placement of the order with the third party Hardware provider, Customer shall reimburse JHA for any rework charges levied by the third party Hardware provider. Customer acknowledges that a Hardware manufacturer may reserve the right to include new and used parts in its Hardware, and that a Hardware manufacturer or provider may provide Hardware that has been previously installed, but for which a full warranty is provided by the Hardware manufacturer or provider for the Hardware.

5.2 The Hardware will be delivered to Customer at the Customer location specified in the Exhibit or Schedule, unless a different location has been agreed in writing between Customer and JHA. Unless otherwise indicated in the Exhibit or Schedule, Customer will be responsible for performing the installation of the Hardware at Customer's location. If Customer has contracted with JHA to perform the installation, Customer will provide a suitable location, environment and equipment for the installation and will assist in unpacking, moving and locating the Hardware, as requested by the installer. Customer will pay JHA or the installer (as the case may be) its then current installation services fees and reimbursable reasonable out-of-pocket travel expenses.

5.3 Customer will be solely responsible for providing all components in its information technology environment necessary to install and operate the Hardware in accordance with its published technical specifications, including but not limited to WAN/LAN network connectivity and management, switches, Ethernet drops, patch cables, UPS and Surge Protection, Rack Units, Rack mounting, Virus and Firewall protection. Products and/or services associated with fulfillment of these responsibilities may be purchased separately from JHA. Microsoft may require Customer to acquire a Service Provider License Agreement for any Microsoft licensed products to be used for Commercial Hosting.

5.4 Customer accepts sole responsibility for (a) its selection and use of the Hardware and programming to be operated with the Hardware to achieve Customer's intended results and the results obtained therefrom; and (b) the selection and use of, and results obtained from, any other equipment, programs, or services used by Customer with the Machines and programming.

5.5 The prices shown in the Exhibit or Schedule for Hardware are F.O.B. shipping point and do not include any transportation, packing, crating, rigging, storage, warehousing, unloading, or shipment insurance charges, if any, which will be payable separately by Customer. Upon delivery of the Hardware to Customer, JHA will invoice Customer for the Hardware and related transportation and shipment insurance charges, which will be due and payable within thirty (30) days following Customer's receipt of the correct and valid invoice.

5.6 The title and ownership of all Hardware transfers to Customer when delivered by the Hardware provider to the transportation carrier; however, to the extent permitted by applicable law, JHA reserves a purchase money security interest in all Hardware delivered to Customer until the Hardware fees identified in Section 5.5 above are paid in full by Customer. If Customer fails to pay all Hardware fees in full when due, JHA shall have the right to take possession of the Hardware and remove it from Customer's location, at which event the title to the Hardware will automatically be transferred to JHA.

5.7 JHA will advise the Hardware manufacturer or provider of Customer's requested shipping dates, but Customer will accept and abide by any manufacturing or shipping date or sequence of Hardware units to be delivered as established or amended by the Hardware manufacturer or provider. If the scheduled delivery date is extended on request of, or by the action of Customer, then Customer will pay any additional fee or charge assessed by the Hardware manufacturer or provider for such delay as incurred by JHA, together with any warehouse charges and other related expense, if any, resulting from such delay. Customer accepts all risk of loss or damage of the Hardware from and after delivery to the transportation carrier. JHA or JHA's supplier will arrange for shipment insurance coverage

against risk of loss or damage to the Hardware while it is in transit to Customer. Such coverage will be at Customer's expense.

5.8 Prices for the Hardware shall be as shown in the Exhibit or Schedule, but are subject to price increases implemented by the Hardware manufacturer or provider prior to the scheduled shipment date of the Hardware. If a price increase is imposed by the Hardware manufacturer or provider prior to shipment of the Hardware, JHA will promptly give Customer written notice of the price increase. Customer may cancel its order for the affected Hardware units by written notice immediately delivered to JHA, otherwise the Hardware will remain on order but at the new increased sales price.

5.9 If any of the Hardware units are custom manufactured or configured in a nonstandard manner for Customer's order, Customer acknowledges that JHA may be unable to accept return of those Hardware units. Returns of any kind require prior approval by JHA and will not be accepted more than fifteen (15) days after shipment to Customer. Approved returns will only be accepted in the original, unopened, shipping container. All approved returns will be subject to a 20% restocking fee payable by Customer.

5.10 If a Hardware unit is determined to be defective upon delivery to the Customer location, Customer must notify JHA within ten (10) days of delivery and receive a defective machine return approval. Defective units may be repaired or replaced under the Hardware manufacturer's warranty or returned for credit at the discretion of JHA or the Hardware manufacturer. A restocking fee will not apply to returns of defective equipment approved by JHA.

5.11 The Hardware manufacturer or provider generally offers a separate Hardware maintenance contract for servicing the Hardware acquired by Customer, and in that case Customer shall have the option of acquiring this Hardware maintenance directly from the manufacturer or provider. JHA will have no liability or responsibility to Customer with regard to the separate Hardware maintenance contract between Customer and the manufacturer or provider, even if Customer acquires this Hardware maintenance contract from the Hardware manufacturer or provider through JHA under the Exhibit or Schedule.

6. WARRANTIES

6.1 Software and Services. With respect to Software and Services provided by JHA to Customer under the Master Agreement, JHA warrants to Customer that:

(a) For a period of ninety (90) days following JHA's initial delivery of the Software or Services to Customer (the "Warranty Period"), the unmodified Software programs or Services will operate in accordance with the Documentation in effect at the time of delivery. If Customer has contracted for JHA to perform the Software or Services installation, the Warranty Period will commence on the date that the Software or Services have been installed and tested by JHA and first made available to Customer for use in its production environment. Under this warranty, JHA will apply commercially reasonable efforts to correct Errors in the Software or Services reported by Customer during the Warranty Period at no extra charge to Customer. If JHA does not correct the Errors reported by Customer within thirty (30) days following the expiration of the Warranty Period, Customer may terminate this Agreement and receive a full refund of all fees paid by Customer to JHA for the affected Solution components under this Agreement. Errors reported by Customer after expiration of the Warranty Period will be addressed by JHA solely in accordance with the provisions of Section 7 (Software and Services Maintenance) below. JHA does not warrant that the Solution is Error-free or will operate in an uninterrupted manner.

(b) The Software and Services shall be provided by JHA free and clear of all liens and encumbrances. JHA further warrants that it has full power and authority to license and provide the Solution to Customer without the consent of any other person, or in the event such consent is required JHA has obtained all required consents.

(c) JHA will utilize commercially available virus protection software in order to ensure that the Software and Services will be free from known viruses, bombs and other destructive elements which negatively affect Customer's use and operation of the Software and Services.

(d) Maintenance of the Software and Services will be provided to Customer in a timely and professional manner consistent with technology industry standards for maintenance support of commercial software products and services comparable to the Software licensed and Services acquired by Customer under the Master Agreement.

6.2 Professional Services. JHA warrants that the Professional Services provided by JHA to Customer under the Master Agreement will be performed in a timely and professional manner consistent with technology industry standards and in accordance with the requirements and specifications identified in the Exhibit or Schedule or a separate statement of work or services order negotiated and executed between the parties (as applicable).

6.3 Third Party Software and Services. JHA warrants that it has full power and authority to license and provide the Third Party Software and

Third Party Services to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents.

6.4 **Hardware.** JHA warrants that (a) it has full power and authority to resell and deliver the Hardware to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents; and (b) Hardware installed by JHA will be properly installed in accordance with the Hardware manufacturer's installation instructions. JHA does not make any other warranties, indemnities or obligations for the Hardware and does not accept any liability for any warranties, indemnities or obligations which may be separately provided by the Hardware manufacturer or provider with respect to the Hardware acquired by Customer from JHA under the Master Agreement.

6.5 THE WARRANTIES STATED IN THIS SECTION 6 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JHA MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE ERROR FREE OR WILL OPERATE IN AN UNINTERRUPTED MANNER.

7. SOFTWARE AND SERVICES MAINTENANCE

7.1 During the term of the Exhibit or Schedule, in consideration of Customer's full payment of the fees for the Software, Maintenance and/or the Services subscription fees applicable to the transactions entered into between JHA and Customer under the Exhibit or Schedule, JHA will provide Customer with the following standard Maintenance for the Software and Services:

(a) Updates and Enhancements of the Software or Services which are provided by JHA to other then-current active Maintenance customers of the Software or Services.

(b) Customer support help-desk, for the reporting, handling and resolution of Software product errors discovered by Customer. Unless different help desk hours are shown in the Exhibit or Schedule, JHA's standard customer support help desk hours are **8:00 am through 5:00 pm, Central US time zone**, Monday through Friday, excluding standard US holidays published by the Federal Reserve System.

(c) Correction of Errors which prevent normal operation and use of the Software or Services, including the delivery of program error fix releases or PTF's.

7.2 Customer, at its expense, will provide JHA with remote VPN communication access (or comparable remote access technology) to its server on which the Software or Services have been installed to enable JHA to perform remote diagnosis and troubleshooting activities relating to the reported Error. If remote dial up access is provided, Customer shall initiate the call for the remote support session. JHA shall comply with all IT system access and security policies and procedures communicated by Customer regarding authorized access to its IT systems.

7.3 JHA's provision of standard Maintenance shall apply only to the then-current release of the Software or Services and the immediately preceding release of the Software or Services. Maintenance, if any, offered by JHA for older releases of the Software or Services shall be provided under a separate Professional Services purchase order negotiated and executed between JHA and Customer and subject to separate charges.

7.4 Standard Maintenance specifically excludes, and JHA will not be liable or responsible to perform Maintenance for, any problems caused or contributed to by the following:

(a) A Software program or service which was not originally provided by JHA, or

(b) An unauthorized alteration or revision to the Software or Services, or

(c) Errors that were previously corrected by JHA and delivered to Customer in an update release of the Software or Services which has not been installed by Customer, or

(d) Any problems with data on tape, disk or diskettes which have been caused by defects by hardware manufacturers programming, or

(e) Failure of Customer to load hardware manufacturers operational/system software new Releases and/or Program Temporary Fixes (PTFs), or

(f) Errors or problems which are the result of improper operator handling or use.

(g) As part of its provision of standard Maintenance, JHA will not provide retrofitting, reintegration, and recoding of any customization(s) which have been made to the Software or Services in order for the customizations to work with any then-current release version of the Software or Services. Any Professional Services to perform those activities which are agreed between JHA and Customer shall be documented in the Exhibit or Schedule or a Statement of Work or services order executed between JHA

and Customer which includes the project details, scope of services deliverables, and services fees applicable to the Professional Services.

8. OWNERSHIP

8.1 All Software and Services and other intellectual property provided by JHA to Customer shall be and remain the exclusive property of JHA and its licensors, subject to the licenses and rights granted to the Customer as defined in the Master Agreement and these Standard Terms and Conditions. All Software provided by JHA to Customer under this Agreement is licensed and not sold.

8.2 All software programs, data, technology and any other intellectual property owned by Customer and its licensors and provided or made accessible to JHA under this Agreement shall be and remain the exclusive property of Customer and its licensors.

9. TRADE SECRETS

9.1 Customer hereby acknowledges that the Software provided by JHA under this Agreement incorporates trade secrets of JHA and its licensors, and as such is protected by civil and criminal law, is very valuable to JHA and its licensors, and that its use must be carefully and continuously controlled. Customer shall use the highest standard of diligence to protect the confidentiality of the Software, but in no event exercising not less than reasonable care, and shall prohibit the unauthorized access to, use or duplication of any of the Software in its possession. Customer shall keep all machine-readable Software in a secure place which is as secure as Customer provides for its most confidential materials of like nature and importance. Customer shall notify JHA immediately of any unauthorized disclosure, possession or use of any item supplied by JHA under the Master Agreement by any person or organization not authorized by the Master Agreement to have such possession or use. Customer shall promptly furnish JHA full details of such possession, use or knowledge, and shall cooperate fully with JHA in any litigation against third parties deemed necessary by JHA to protect its proprietary rights. Customer's compliance with the above shall not be construed in any way as a waiver of JHA's right to recover damages or obtain other relief against Customer for its negligent or intentional harm to the proprietary rights of JHA or its licensors or for Customer's breach of its contractual obligations to protect the confidentiality of the Software or Services.

9.2 If Customer attempts or allows others to attempt to use, copy, duplicate, transcribe or convey the items supplied by JHA pursuant to the Master Agreement, in a manner contrary to the terms of the Master Agreement or these Standard Terms and Conditions in derogation of JHA's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, JHA shall have, in addition to any other remedies available to it at law or equity, the right to seek injunctive relief enjoining such actions. Customer acknowledges that in such instances irreparable harm will occur to JHA and its licensors and that other remedies are inadequate.

10. CONFIDENTIAL INFORMATION

10.1 All Information communicated by one party to the other party regardless of whether marked as confidential or not, including the terms and conditions of this Agreement ("Confidential Information"), whether before the effective date or during the term of this Agreement, shall be received in strict confidence and shall be used only for the purposes of this Agreement. Confidential Information shall not be disclosed by the recipient party, its agents or employees without prior written consent of the disclosing party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of JHA or Customer, as the case may be. The receiving party shall apply the same standard of care with respect to the disclosing party's Confidential Information that it applies to its own Confidential Information of like nature and importance, but in no event applying less than a standard of reasonable care. If Third Party Software or Third Party Services are specified in the Exhibit or Schedule, then JHA shall be authorized to disclose the terms and conditions of the Exhibit or Schedule to the owner of the Third Party Software or Third Party Services to fulfill its contract reporting obligations to the third party owner.

10.2 The receiving party shall be under no obligation with respect to Confidential Information which (a) was in the public domain prior to the receipt of the information by the receiving party, or subsequently becomes part of the public domain by publication or otherwise, except disclosure by or the wrongful act of the receiving party, its owners, officers, directors, employees, agents or representatives; (b) was in the lawful possession of the receiving party prior to its receipt from the disclosing party and was not acquired by the receiving party directly or indirectly from the disclosing party or any of disclosing party's Customers, and the sources of such information had not obtained the information wrongfully and had no obligations of confidentiality or secrecy with respect thereto; (c) was independently developed by the receiving party without access to the Confidential Information; (d) is provided by the disclosing party to another person or party without being subject to an obligation of confidentiality by the other person or party with respect to the information; or (e) is disclosed by the receiving party pursuant to a government or court order requiring such disclosure, provided that the receiving party has first notified the disclosing

party of its receipt of the government or court order to disclose the disclosing party's Confidential Information and has given the disclosing party an opportunity to seek a protective order limiting such disclosure without confidentiality obligations. The receiving party has the burden of proving that the Confidential Information was subject to one or more of the above listed exceptions.

10.3 All information and materials disclosed to Customer at JHA's User Group conferences shall be treated as JHA's Confidential Information. Nothing in this Section shall be interpreted to preclude or impede Customer's participation in any User Group conference.

11. DATA PRIVACY AND SECURITY

11.1 In accordance with data privacy laws and regulations applicable to this Agreement, which may include but not be limited to the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), JHA shall not disclose or permit access to or use of the non-public personal information of Customer or its consumers made available by Customer to JHA for any purposes other than those specifically required to fulfill JHA's contractual obligations with Customer. JHA shall not sell the information regarding Customer's consumers for any reason. In connection with providing services to Customer, JHA shall take all commercially reasonable steps to ensure the privacy and security of Customer's and its consumers' information and protect against anticipated threats and hazards to the security of such information. JHA shall take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer or its consumers. JHA has implemented policies and procedures to ensure the proper disposal of consumer information in accordance with applicable Federal and State requirements. In the event any court or regulatory agency seeks to compel disclosure of the information, JHA shall, if legally permissible, promptly notify Customer of the disclosure requirement and will cooperate so that Customer may at its expense seek to legally prevent this disclosure of the information.

11.2 JHA has separately published its data privacy and security compliance commitment to its customers, which corresponds at a minimum to the provisions of this Section 11 as of the effective date of this Agreement. To the extent that additional commitments by JHA are reflected in future published versions of this policy, these additional commitments shall be incorporated as part of this Agreement without further actions by the parties. In no event shall a future published data privacy and security compliance statement issued by JHA lessen or eliminate any of the commitments by JHA stated in this Section 11.

11.3 If a breach of security results in an unauthorized intrusion into JHA's systems which directly and materially affects Customer or its consumers, JHA will take appropriate measures to stop the intrusion; report on the intrusion to Customer within a reasonable time after discovery of the intrusion; subsequently report the corrective action taken by JHA in response to the intrusion; and provide reasonable assistance to Customer to support any mandatory disclosures about the intrusion by Customer to its consumers required by law. If JHA has notified law enforcement agencies about the intrusion, JHA may delay its notification of the intrusion to Customer until authorized to do so by the law enforcement agencies.

12. DELIVERY OF SOFTWARE AND SERVICES

If Customer has not contracted with JHA to install the Software or Services at Customer's location, delivery of the Software or Services to Customer shall occur within thirty (30) days following (a) the execution of the Exhibit or Schedule, with respect to the Software or Services initially licensed or acquired under the Exhibit or Schedule, and (b) the execution of any follow-on addendum to the Master Agreement, with respect to additional Software or Services licensed or acquired under the Master Agreement.

13. PROFESSIONAL SERVICES

13.1 Installation Services. If Customer has contracted for JHA to install the Solution at Customer's location, JHA will install the Solution at Customer's designated data processing center or JHA's data processing or hosted service data center (as applicable) so that the Solution will properly operate as specified in the Exhibit or Schedule. Prior to commencement of the project, JHA and Customer may enter into a separate Statement of Work document which describes the project details and the specifications and requirements applicable to JHA's professional services delivery. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Solution in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Solution installation project. Customer will furnish data needed and requested by JHA, and will co-operate with and assist JHA personnel in the installation and testing of the Solution.

13.2 Training Services. If Customer has contracted for JHA to perform training of Customer's personnel in the use and operation of the Solution, JHA will perform the training at the site indicated in the Exhibit or Schedule. The training session will be scheduled to occur on a mutually agreeable date. If the training is to be conducted at Customer's location, Customer will provide JHA with the necessary space, equipment and a suitable training environment in which to perform the training session. For the training fee

quoted to Customer, up to twelve (12) of Customer's personnel may attend a single training session conducted at Customer's location.

14. INVOICING AND PAYMENT TERMS

14.1 Unless different payment terms are specified in the Exhibit or Schedule, JHA will invoice Customer for the Solution and Professional Services upon delivery, and Customer shall pay JHA for all amounts due under the Exhibit or Schedule within thirty (30) days from the date of JHA's correct and valid invoice.

14.2 To the extent such charges are permitted under applicable law, if Customer becomes delinquent in the timely payment of a correct and valid invoice received from JHA, Customer will become liable to pay JHA an additional amount equal to the lower of (a) 1.5% interest per month (18% annually) or (b) the highest interest rate chargeable by applicable law, to be charged until the delinquent amount has been fully paid. JHA reserves the right to halt the delivery of any Solution, Maintenance or Professional Services if Customer becomes delinquent in the payment of any amounts due JHA, except where such amounts are legitimately being disputed in good faith by Customer.

15. LIMITATION OF LIABILITY

15.1 Neither party shall be liable to the other party or to any other person, firm or company, for failure to fulfill its obligations hereunder due to the occurrence of an event beyond its reasonable control, including but not limited to acts of God, public disaster, fire, flood, riot, war, terrorism, labor strikes/disputes involving its suppliers, judicial orders/decrees, government laws/regulations, or interruptions of communications, transportation or electricity.

15.2 Any liability of JHA for any loss, damage, or cost hereunder shall be limited to actual direct damages incurred by Customer, but in no event shall the aggregate of JHA's liability under the Master Agreement exceed the cumulative amount of fees paid by Customer to JHA under the Exhibit or Schedule during the preceding three (3) year period, nor shall any amount of the liability include any indirect, consequential, punitive or special damages incurred by Customer, to the extent that such limitation or exclusion of damages is permitted by applicable law.

16. TERMINATION

16.1 If Customer or JHA elects not to renew the license or usage right term of the Software or the subscription term of the Services as provided in Section 4 above, then the Software or Services subject to such non-renewal shall automatically terminate as of the expiration date of the then-current license, usage right or subscription term, without further action or notice required by either party.

16.2 Either party may terminate the Master Agreement for cause by written notice to the other party, upon the occurrence of a breach of this Agreement which has not been cured by the other party following thirty (30) days prior written notice of such breach. If the breach is due to Customer's failure to pay a correct and valid invoice when due without legitimate dispute, this cure period shall be reduced to ten (10) days following receipt of notice of the delinquency from JHA.

16.3 Either party may terminate the Master Agreement for cause upon written notice to the other party, in the event that the other party undergoes voluntary or involuntary bankruptcy.

16.4 Within ten (10) business days following the effective date of termination of the Master Agreement, or any applicable Exhibit or Schedule, Customer shall cease using the Software and Services, uninstall the Software and Services from all locations, and return the Software copies to JHA or destroy the Software copies and certify this destruction to JHA in writing by an official or senior manager of Customer.

17. GENERAL PROVISIONS

17.1 Any notice under the Master Agreement shall be in writing and shall be deemed delivered when actually received, or five days after it is sent by United States Postal Service certified mail, return receipt requested, or by overnight express mail, with proof of delivery retained, when addressed to the other party at its address shown in the Master Agreement, which may be changed by written notice. A copy of any written notice of breach or termination of the Master Agreement given by Customer to JHA shall be delivered to the attention of JHA's Legal Department at the JHA address identified in the Master Agreement.

17.2 No action arising out of the Master Agreement may be brought by a party against the other party more than two (2) years after the cause of action has accrued and the injured party has actual knowledge of the accrual. Unless otherwise prohibited by applicable law, the prevailing party in any litigation conducted in relation to the Master Agreement shall be entitled to recover its reasonable attorneys' fees from the other party.

17.3 This Master Agreement shall be modified or altered only by a written instrument signed by authorized representatives of both parties.

17.4 The Master Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors.

17.5 Except as provided below, the Master Agreement shall not be transferable or assignable by either party to a third party without the prior written consent by the non-assigning party. JHA may assign the Master Agreement in its entirety to a successor entity which has acquired controlling ownership interest in JHA and is contractually bound to enjoy all of the rights and perform all of the liabilities and responsibilities of JHA under the Master Agreement.

17.6 The Master Agreement shall be governed by and construed in accordance with the laws of the home state of Customer, without reference

to its conflict of laws provisions, and applicable U.S. federal laws and regulations.

17.7 The provisions of Sections 5, 8, 10, 11, 14, 15, 16.4 and 17 shall survive the expiration or termination of the Master Agreement.

17.8 If any of the provisions of the Master Agreement shall be ruled by a court of law with competent jurisdiction to be invalid under any applicable statute or rule of law, the affected provisions shall be, to that extent, be deemed to be omitted. Such omission shall not change the intent or binding nature of any or all of the rest of the Master Agreement.

<End of Standard Terms and Conditions>

EXHIBIT A

PRODUCTS AND SERVICES SCHEDULE

ProfitStars® RemitPlus® Software

1. **Products and Services:**

1.1 **Software License:** The following Software components are licensed by JHA to Customer for installation and internal use in Customer's production environment on Customer's computer system:

ProfitStars® RemitPlus Software—Annual License Fee Option

Description		# of Copies	Base Software License Fee	Software Installation Fee	Annual License Fee
JHA Software:					
RemitPlus® Software					
Concurrent Seat License:	unlimited concurrent seats	1	\$5,000.00	\$3,000.00	\$2,000.00
Initial Item Processing Volume Tier License:	Up to 100,000 Items processed per Annual License Fee term				
Third Party Software:					
Parascript CheckPlus® CARLAR Software					
Volume Tier License:	Up to 100,000 Counts processed per Year	1	\$2,825.00	Included	\$625.00
Parascript FormXtra® Software					
Volume Tier License:	Up to 100,000 Counts processed per Year	1	\$950.00	Included	\$350.00
Total Net Fees Due:			\$8,775.00	\$3,000.00	\$2,975.00

1.2 **Annual License Fee Option:**

(a) The Annual License Fee option allows Customer to acquire a License for the Software products listed in this Schedule on an annually renewable term basis. The Annual License Fee shown above includes Customer's licensed use of the Software in accordance with the licensing terms described in this Schedule and JHA's provision of standard Maintenance for the Software during the annual license term. All JHA Software and Third Party Software products shown in the table above are licensed by JHA to Customer on an Annual License Fee term basis, unless a different license term period is specified above. The initial Annual License Fee term will commence upon the following date:

- (1) If Customer has contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the Implementation Date.
- (2) If Customer has not contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the date that JHA's delivers the Software to Customer, or the date that Customer downloads the Software programs from JHA's FTP site, whichever is applicable.

(b) After completion of the initial Annual License Fee term, JHA reserves the right to prorate the Annual License Fee term so that it will commence on each July 1 thereafter. Approximately sixty (60) days in advance of the expiration of the current Annual License Fee term, JHA will issue an invoice to Customer for the next following Annual License Fee term, which will be due and payable by Customer no later than the first day of the next following Annual License Fee term. If Customer fails or declines to pay this renewal Annual License Fee term invoice received in a timely manner from JHA, then Customer's license of the Software shall automatically terminate without any notice or action by either party. In addition, either party may elect not to renew the Annual License Term applicable to any of the Software by giving the following advance written notice of non-renewal to the other party:

- (1) Notice of non-renewal by Customer to JHA: Thirty (30) days in advance of the expiration date of the current Annual License Fee term.
- (2) Notice of non-renewal by JHA to Customer: One hundred eighty (180) days in advance of the expiration date of the current Annual License Fee term, provided however that JHA shall not exercise this right of non-renewal prior to the occurrence of at least three (3) full Annual License Fee terms for the Software affected.
- (c) After completion of the initial Annual License Fee term, JHA reserves the right to increase the Annual License Fee applicable to the Software products and licenses covered by this Schedule with respect to any renewal Annual License Fee term by not more than seven percent (7%) over the then-current Annual License Fee. JHA shall deliver to Customer advance written notice of any such fee increase not less than ninety (90) days prior to the expiration of the then then-current Annual License Fee term.

1.3 RemitPlus Software License:

(a) Licensing and Pricing Metrics: JHA RemitPlus Software is licensed on the basis of two licensing metrics (the number of concurrent seats authorized to access and use the RemitPlus Software, and Item processing volume tier) and priced on the basis of the base Software license fee ("Base License Fee" or "BLF") shown above and a recurring renewable Annual License Fee shown above, for the cumulative volume of Items (defined below) which are processed during each Annual License Fee term of this License.

(1) Base License Tier: The Base License Fee is calculated initially on the basis of the maximum number of concurrent seats on workstation computers owned or leased by of Customer and its Affiliates that will be authorized to access and use the RemitPlus Software in their operations, which is determined as of the date of this License purchase. The license size of this maximum number of concurrent seats is identified in Section 1.1 above. For the purpose of this licensing calculation, a "seat" is defined as a single workstation computer on which the client version of the RemitPlus Software has been installed. The licensed number of concurrent seats represents the maximum number of seats that can simultaneously access and use the RemitPlus Software.

(2) Item Processing Volume Tier: If during the course of any Annual License Fee term Customer's use of the RemitPlus Software reaches the maximum limit of the Item processing volume tier license previously acquired by Customer, Customer will be required to purchase an Item processing volume tier license upgrade for the Remit Plus Software in order to enable the Remit Plus Software to process a higher volume tier of Items covering the remainder of the then-current Annual License Fee period and each renewal Annual License Fee term thereafter. The Remit Plus Software License upgrade fee payable by Customer in this instance will be priced at the then-current standard JHA Base Software license fee and Annual License Fee applicable to the higher tier volume of Items to be processed, as selected by Customer, against which will be applied a full credit of the Base Software License fee and the then-current Annual License Fee already paid by Customer, which amount will be prorated to cover the remaining period of the then-current Annual License Fee term.

(b) The term "Item" used in this licensing metric is defined as a single payment transaction processed by use of the RemitPlus Software, including one or more checks and one or more accompanying payment documents ("coupons"), such as payment stubs, deposit tickets and remittance coupons. The Item count is determined in accordance with the following principles:

- (1) The primary determinant of the Item count in a single payment transaction is the number of checks being processed. One check equals one Item count, regardless of the number of coupons processed with the check. For example, processing one check with six coupons results in an Item count of one; processing six checks with one coupon results in an Item count of six.
- (2) If only coupons and no checks are being processed as part of the payment transaction, then the determinant of the Item count in the payment transaction is the number of coupons being processed. For example, if no checks and six coupons are processed in a single payment transaction, the Item count equals six.

(c) Customer's failure to pay a Base License Fee upgrade fee or an Item Processing volume tier License upgrade fee when due will result in automatic termination of Customer's License of the Software.

(d) Projects: The RemitPlus Software license shown above includes the right for Customer to deploy up to two (2) Projects using the RemitPlus Software. Deployment of additional Projects by Customer will require the purchase of a separate license upgrade of the RemitPlus Software.

1.4 Parascript Software License: If Customer has licensed the Parascript Software product(s) identified above as Third Party Software, the following terms and conditions apply to that License:

(a) The Parascript Software (for which JHA is an authorized reseller) is owned by Parascript, LLC and sublicensed by JHA to Customer for Customer's use solely in conjunction with the JHA RemitPlus Software. The Parascript Software is licensed on the basis of the following licensing metrics:

- (1) The hardware platform upon which the Parascript Software will be installed and used (e.g. on a desktop scanner or on a server computer);
- (2) The number of copies of the Parascript Software to be installed by Customer on the designated hardware platform for use with the RemitPlus Software; and
- (3) The number of Counts processed by Customer using the Parascript Software during per each Year, calculated in accordance with the formula set forth in clauses (b) and (c) below.

(b) The term "Count" used in this licensing metric is defined and tracked by Parascript LLC and means a single instance in which the Parascript Software is used to read a character, field or document and results in a billable unit. A billable unit may also be a preset quantity of "Counts" (e.g. a volume tier). Parascript LLC has assigned Count values for individual field types which may be read on a document of a check or coupon being processed. Parascript LLC's schedule of Count values will be communicated to Customer on JHA's customer website; by publication in the Documentation that applies to the Parascript Software; or provided in a written document if requested by Customer. The term "Year" used in this licensing metric is defined as a 12 calendar month, which period is set by Parascript LLC in its license key for the Parascript Software.

(c) Each copy of the Parascript Software is licensed for Customer's use solely with the RemitPlus Software. Customer's installation and use of the Parascript Software with any other JHA or non-JHA Software product will require Customer's purchase of a separate Parascript Software license for such use.

1.5 **Server-Based Software Licenses:** Unless otherwise specifically indicated in the table above or this Exhibit A, all JHA Software and Third Party Software products listed in the table above are for installation and use of the JHA Software and Third Party Software products on a server computer owned or controlled by Customer.

2. **Software Deliverables:** JHA will furnish to Customer one copy of the object code software programs of the JHA and Third Party Software product(s) listed above which will be installed on Customer's IBM-compatible computer, and one set of the standard software user documentation for the Software product(s). The installation location of the Software shall be at the address for Customer first shown above, unless a different address is indicated in this Exhibit.

3. **Third Party Software Products:** If Third Party Software products are specified above, the Third Party Software products are owned and licensed by their respective owners, and Licensee's licensed right to use these software products will be governed by the software end-user license agreement accompanying the third party software programs, which includes the third party owner's standard product warranties, indemnities and liabilities applicable to its software product. JHA does not make or extend any separate product warranties, guarantees, indemnities or liabilities with respect to these third party software products.

4. **Professional Services:**

4.1 **Software Installation Services:** JHA shall perform the installation of the Software at Customer's location first identified above, commencing on a date mutually agreed by the parties. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Software products in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Software installation project. If contemporaneously with this Exhibit Customer has acquired hardware from JHA under a separate hardware purchase agreement upon which the Software will be installed, JHA will install this hardware as part of the Software installation project and fees quoted above.

4.2 **Reimbursable Travel Expenses:** The professional services fees quoted in this Exhibit do not include reimbursable travel expenses of the JHA professional services personnel who travel to and from Customer's site to perform these services, which will be invoiced to and paid by Customer.

5. **Annual Software Maintenance Support:**

5.1 **JHA Software Products:** Upon payment of the Annual License Fee for the JHA Software, JHA will provide standard Maintenance for the JHA Software to Customer in accordance with the terms of the Agreement and JHA's published Maintenance Services policies for the JHA Software. The JHA customer support center for the Software products listed in Section 1 above will be available for the receipt and handling of Customer's Maintenance Services requests including Software Error reports during the following hours of operation:

Software	Hours of Operation	
Remit Plus Software	Standard:	8:00 am through 5:00pm, Central US time zone, Monday through Friday
		5:00pm through 8:00am, Central US time

	After Hours:	zone, Monday through Friday; 24 hours Saturday and Sunday
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All times listed above exclude standard US banking holidays published by the US Federal Reserve System. During the After Hours times of operation shown above, only Software Errors which qualify for severity level 1 priority status as defined by JHA will be eligible for report by Customer and resolution activity by JHA.

5.2 **Third Party Software Products:** In consideration of Customer's payment of the Annual License Fee for Third Party Software, JHA will provide the following standard Maintenance for the Third Party Software:

- (a) The JHA customer support organization will receive and process Error incident reports submitted by Customer with regard to the operation of the Third Party Software, during the same hours of operation specified above for JHA Software. JHA will perform a basic level of Error troubleshooting and resolution activities with respect to Errors determined by JHA to be caused by the Third Party Software and escalate the Error incident to the owner of the Third Party Software for handling and resolution if the Error requires access to the source code of the Third Party Software or advanced technical expertise with the Third Party Software programs which is beyond JHA's technical competency to resolve.
- (b) JHA will provide to Customer periodic standard Update releases of the Third Party Software issued by the owner of the Third Party Software to JHA, which have been tested and certified to interoperate with the RemitPlus Software.

6. **Payment Terms:** Customer shall pay the fees shown above to JHA, together with reimbursement of JHA's reasonable, actual out-of-pocket travel expenses incurred by its Professional Services personnel traveling to and from Customer's location to deliver the Professional Services specified in this Exhibit. These fees shall be due to JHA on the following schedule and paid by Customer within thirty (30) days following receipt of JHA's invoice:

Transaction	Payment Due by Customer
Base Software License Fees and Initial Annual License Fees	100% on the Implementation Date
Professional Services Fees	100% on the Implementation Date

7. **Supplemental Terms and Conditions:** The following terms and conditions apply to the Software listed above:

7.1 **Remit Plus Software Products:**

- (a) The Software programs will be delivered by JHA to Customer in object code format only.
- (b) The initial License copy of the Software shall be installed and used by Customer solely in its production environment. In addition to this primary production License copy of the Software acquired by Customer, Customer may acquire from JHA additional License copies of the same Software product or product component for Customer's internal use in conjunction with its production environment License copy which the Customer will use (1) as additional production environment License copies, and/or (2) solely for non-production purposes, such as development, test or disaster recovery.
- (c) The Software requires the use of third party software, such as client and server operating systems, relational database systems, communications/networking systems, and internet browsers in order to be fully functional. In addition, the Software requires appropriate computer hardware with an adequate amount of memory as indicated in JHA's published specifications for the Software. Customer is responsible for obtaining and maintaining such hardware and third party software for use with the Software. Any purchase of the hardware and licensing of the third party software through JHA shall be documented in a separate hardware sales agreement executed between JHA and Customer.

< End of ProfitStars® RemitPlus® Software >

ProfitStars® Remit Central™ Hosted Services

Payment Terms:

1. The Install/One-Time fees will be invoiced by JHA upon the Implementation Date.

Term: The initial term period for Customer's acquisition and JHA's provision of the Hosted Services identified in this Solution

Section will commence on the first day of the calendar month immediately following the Implementation Date for the Hosted Services and shall continue thereafter for sixty (60) months. Upon completion of this initial term, the term of the Hosted Services will automatically renew for additional term periods of twelve (12) months each, unless either party gives written notice of nonrenewal of the Hosted Services no later than ninety (90) days prior to the expiration of the then-current term of this Solution Section.

Variable Charges

QTY	Description	Price (PCS)	Monthly Fee (PCS)
1	Per Item Fee	\$0.10	N/A

Terms and Conditions:

1. **Initial Training.** The Hosted Services include JHA's initial training of up to three (3) of Customer's employees in the use and operation of the Remit Central Hosted Services features and functions. This training will be provided to Customer in a WebEx session at a date and time convenient for Customer.

2. **Use Restricted to Customer.** The Hosted Services are provided specifically to Customer for its use only and shall not be used by Customer's affiliates, subsidiaries, sister institutions, or holding company without payment of additional fees for such extended authorized usage of the Hosted Services.

3. **Interfaces and Connectivity to JHA Solution Sources**

- (a) As part of the JHA Hosted Services solution, JHA provides and maintains standard program interfaces and connectivity between the Hosted Services and JHA's Remit Plus remittance solutions and any other JHA solutions specified in the JHA Hosted Services documentation.
- (b) JHA reserves the right at any time to modify or withdraw the provision and support for individual JHA solution interfaces and connectivity and charge separate access fees for individual JHA solution interfaces and connectivity.
- (c) Unless a fee for a specific JHA solution interface is indicated in the fee tables in this Solution Section, there is no separate charge by JHA for Customer's use of JHA solution standard interfaces and the connectivity provided by JHA.

4. **Interfaces and Connectivity to Third Party Sources**

- (a) Standard Interfaces. As part of the JHA Hosted Services solution, JHA provides and maintains standard program interfaces and connectivity between the Hosted Services and certain third party accounts receivable system applications, electronic payment presentation sources and remittance solutions, and electronic bill payment service providers ("Third Party Sources") specified in the JHA Hosted Services documentation.
- (b) Nonstandard Interfaces. If Customer's use of a Third Party Source system not currently supported by JHA's standard interfaces requires customization of the JHA standard interfaces to operate in JHA's and Customer's environments, customization Professional Services performed by JHA will be documented in a separate written services order signed by JHA and Customer and subject to Customer's payment of separate Professional Services fees for the customization. As part of the custom interface development and maintenance, JHA may require Customer to provide for JHA's use a connection to the Third Party Source system and an interface provided by Customer or the Third Party Source owner in order to establish the interoperability between the JHA Services and the Third Party Source system.
- (c) JHA reserves the right at any time to modify or withdraw the provision and support for individual Third Party Source interfaces and connectivity and charge separate access fees for individual Third Party Sources interfaces and connectivity. In addition, JHA reserves the right, at any time that a Third Party Source increases its prices to JHA, to pass along such price increases to Customer after giving Customer at least sixty (60) days' prior notice.
- (d) Unless a fee for a specific standard Third Party Source is indicated in fee tables in this Solution Section, there is no separate charge by JHA for Customer's use of standard interfaces and the connectivity provided by JHA to the standard Third Party Sources. Customer acknowledges that owners of Third Party Sources may separately charge Customer fees for accessing and using the Third Party Sources in its remittance processing activities using the Remit Central Hosted Services.

5. **Authorized Access to and Use of the Hosted Services**

- (a) The Hosted Services and all Hosted Services system access information, including system passwords, provided by JHA to Customer constitute the confidential information of JHA and its licensors and shall be protected by Customer in accordance with the confidentiality provisions of the Agreement.
- (b) Customer is authorized to access and use the Hosted Services solely for in its production environment. This authorized access and use shall be limited to the operations of Customer. If Customer wishes to incorporate additional hosted environments as part of its use of the Hosted Services or enable affiliates to access and use the Hosted Services, this expanded use shall be documented in a separate written Addendum to this Agreement which has been executed by both parties.
- (c) Customer shall implement commercially reasonable security precautions and take appropriate action with respect to managing access to and use of the Hosted Services so as to enable Customer to satisfy its obligations under this Agreement and to prevent the unauthorized access to or use of the Hosted Services. Without limiting the foregoing, Customer shall abide by the requirements of all written IT system access policies and procedures communicated and revised from time to time in writing by JHA with respect to the Hosted Services and shall safeguard and protect from unauthorized access and use all system ID's and passwords that JHA may provide to Customer for its use in accessing the Hosted Services.

6. **JHA Hosted Services System Maintenance.** JHA will apply reasonable efforts to provide access to the JHA Hosted Services system by Customer and its customers for a minimum of twenty (20) hours each day, seven days a week, every day each calendar year. Scheduled maintenance on the JHA Hosted Services system will be performed by JHA in accordance with advanced monthly notifications provided by JHA and consistent with the scheduled maintenance practices and time periods applied by JHA to other hosted services provided by JHA at the same data center to its customers. To the extent feasible, JHA will generally schedule these maintenance activities to occur between the hours of 12:01am-6:00am Central time. With respect to unscheduled emergency or preventative maintenance requirements, JHA will apply reasonable efforts to perform these maintenance activities in such a manner to minimize downtime and disruption of access to the JHA Hosted Services by Customer.

7. **Customer's Responsibilities.** Customer will be solely responsible for providing any hardware, software, networks and internet access required to be installed in its own IT environment in order for Customer to access and use the JHA Hosted Services. In addition, Customer shall be responsible for conducting adequate due diligence with respect to the financial integrity and solvency of its Merchants in order to ensure that any payment transaction that is reversed for good cause will be honored by its Merchants. Customer acknowledges and agrees that each such Merchant may also be subject to review and approval by certain Third Party Sources. Customer shall be responsible for securing the necessary consents and authorizations for certain Third Party Sources that perform electronic bill payment services, including (a) as may be required by applicable law or regulation; (b) to perform all actions necessary to enroll the Merchant in the bill payment service; (c) to share with such Third Party Sources any necessary Merchant information; (d) for such Third Party Sources to use such information to provide the bill payment service to such Merchant; and (e) for such Third Party Sources to transmit Merchants' payments funds electronically to designated accounts and Merchants' payments remittance data electronically to JHA in accordance with the terms of this Agreement. Customer agrees to indemnify and hold JHA harmless from any and all Merchant actions, claims, demands, liabilities, damages, losses, costs, and expenses ("Losses") arising from or related to JHA's provision of the Processing Services hereunder, unless such Losses arise solely from the gross negligence, willful misconduct or material breach of this Agreement by JHA.

8. The term "Processing Services" defined and used in the Agreement shall include the Hosted Services identified in this Solution Section.

Support Hours:

During the term of this Solution Section, JHA will provide standard Maintenance Services for the Hosted Services to Customer in accordance with the terms of the Agreement and JHA's published Maintenance policies for the Hosted Services. The JHA customer support center for the Hosted Services will be available for the receipt and handling of Customer's Maintenance Services requests including Hosted Services Error reports during the following hours of operation:

Services	Hours of Operation	
ProfitStars Remit Central Hosted Services	Standard:	8:00 am through 5:00pm, Central US time zone, Monday through Friday
	After Hours:	5:00pm through 8:00am, Central US time zone, Monday through Friday; 24 hours Saturday and Sunday

All times listed above exclude standard US banking holidays published by the US Federal Reserve System. During the After Hours times of operation shown above, only Hosted Services Errors which qualify for severity level 1 priority status as defined by JHA will be eligible for report by Customer and resolution activity by JHA.

[End of ProfitStars Remit Central Hosted Services Section] rev 121