

Schedule 13
WALK-IN SERVICES SCHEDULE
TO PAYMENT SERVICES AGREEMENT

This Walk-In Services Schedule (this "**Schedule**") is by and between Client and **CheckFreePay Corporation** (an Affiliate of First Data Merchant Services LLC and wholly owned subsidiary of Fiserv Solutions, LLC), on behalf of itself and its subsidiaries CheckFreePay Corporation of New York and CheckFreePay Corporation of California (collectively, "**CheckFreePay**"). This Walk-In Services Schedule is hereby incorporated into and subject to the terms and conditions of the Payment Services Agreement (the "**Agreement**") by and between First Data Merchant Services LLC and Client, and is effective as of _____ (the "**Schedule Effective Date**").

The parties acknowledge and agree that the Walk-In Services provided hereunder shall be performed by CheckFreePay. Any terms and conditions in this Schedule that modify or change the terms and conditions of the Agreement shall apply to this Schedule only. If this Schedule conflicts with the Agreement, the terms of this Schedule shall control solely as it relates to the Walk-In Services being provided under this Schedule.

1. Walk-In Services. Client hereby appoints CheckFreePay as its exclusive provider of Walk-In Services described in this Schedule. CheckFreePay agrees to provide Client with a single implementation of the Walk-In Services, through which CheckFreePay, through its Agent Network, will accept Customer Payments on behalf of Client, process Customer Payment Data, and report and remit Customer Payment Funds to Client (the "**Walk-In Services**"), as described more specifically herein.
2. Attachments. The following attachments are attached hereto and incorporated by reference herein:
Attachment 1 – Fees for Walk-In Services
3. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement. The following additional defined terms shall apply to this Schedule:
 - (a) **ACH**. A type of Electronic Fund Transfer ("**EFT**"), in which authorized debit and/or credit transactions are sent through an Automated Clearing House network for payment purposes. ACH payments are funded by a savings or checking account on the ACH network.
 - (b) **Agent**. The companies recruited and trained by CheckFreePay or its Third Party Processor to collect of Bill Payments from Customers at Payment Outlets, as further described in this Schedule. Agents may also perform walk-in bill payment services for other CheckFreePay (or Third Party Processor) clients pursuant to separate agreements with CheckFreePay (or Third Party Processor).
 - (c) **Agent Network**. CheckFreePay's (and its Third Party Processors') network of Agents and Payment Outlets.
 - (d) **Bill Payment**. A payment that is owed to Client by a Customer on a periodic basis.
 - (e) **Client's Bank Account**. The bank account specified by Client to receive Client's Customer Payments.
 - (f) **Close-out Transmission**. A daily electronic transmission file uploaded to CheckFreePay, at the time required by CheckFreePay and its clients, containing Customer Payment Data, balanced by Agent.
 - (g) **Convenience Fee**. The fee charged by Client to the Customer for each Bill Payment as set forth in Attachment 1.
 - (h) **Customer**. A consumer that walks in to a Payment Outlet to make a Bill Payment to Client.
 - (i) **Customer Payment**. Cash remitted in conjunction with a Bill Payment transaction within the Agent Network. Some Payment Outlets may accept other payment types (debit card, store gift card, etc.) and remit to CheckFreePay as cash.
 - (j) **Customer Payment Data**. Information pertaining to Bill Payments received at a Payment Outlet and processed through CheckFreePay.
 - (k) **Customer Payment Funds**. Customer Payments plus any associated Customer fees for the Bill Payment.
 - (l) **Memo File**. Electronic report to Client of Customer Payment Data processed through CheckFreePay prior to the daily Production File. Except for Client's "Real Time" transmissions, Memo File transmissions are made at times designated by CheckFreePay.
 - (m) **Payment Outlet**. The physical location operated by CheckFreePay, a Third Party Processor, or an Agent where the Walk-In Services are available to Customers.
 - (n) **Processing Fee**. Fee paid by Client to CheckFreePay for each transaction as set forth in Attachment 1, hereto.
 - (o) **Production File**. The daily transaction file containing consolidated Customer Payment Data collected from all Agents' Close-out Transmissions.
 - (p) **Real Time Connection**. A connectivity method which may be used by CheckFreePay and Client, as applicable, to enable Payment Outlets to validate a Customer Account Number and/or provide a payment notification at the time a Customer Payment is initiated. The Real Time Connection exists from the Agent's system to CheckFreePay to the Client.

- (q) **Third Party Processor.** A third party contracted with CheckFreePay to provide Walk-In Services through such party's own network of Agents and Payment Outlets. The obligations attributable to CheckFreePay herein will be performed by CheckFreePay or its Third Party Processor.
4. Term; Termination. This Schedule shall be effective as of the Schedule Effective Date and the Walk-In Services shall be provided for an initial term of five (5) years ("**Initial Term**"), commencing on the date of implementation of the Walk-In Services ("**Commencement Date**"), and shall automatically renew and extend for successive one (1) year terms (each a "**Renewal Term**"), commencing at the conclusion of the Initial Term or any Renewal Term, (collectively, the "**Term**"), unless contrary notice in writing is given by Client or CheckFreePay at least ninety (90) days prior to termination of the then current Term or unless otherwise terminated pursuant to the termination provisions set forth in the Agreement. Further, CheckFreePay shall have the right to terminate this Schedule upon thirty (30) days prior written notice to Client if the Commencement Date has not occurred within six (6) months of the Schedule Effective Date, upon which, Client shall reimburse CheckFreePay for any and all reasonable implementation costs incurred by CheckFreePay.
5. CheckFreePay's Obligations.
- (a) CheckFreePay shall select and manage Payment Outlets and/or Agents to provide the Walk-In Services and shall be the sole contact for Client with respect to the Agents.
 - (b) CheckFreePay shall direct each Agent to charge the Customer a Convenience Fee (if applicable) and provide that Customer with a printed receipt generated at the time of the transaction.
 - (c) CheckFreePay will send Customer information directly to Client for validation via the Real Time Connection, validate Customer information against the MAM file, or validate Customer information against mutually agreed-upon Billing Account Number characteristics to validate the applicable Customer account as eligible for payment.
 - (d) On each business day, CheckFreePay shall consolidate and transmit Memo File(s), as applicable, and a Production File to Client or Payment Concentrator. The Production File shall include all Close-out Transmissions that have been transmitted from the Payment Outlets to CheckFreePay up to one hour prior to the time the Production File is scheduled to be sent to Client.
 - (e) CheckFreePay shall transfer Customer Payments to Client regardless of whether or not CheckFreePay has collected such funds from Agents. All Customer Payments collected by Agents from Client's Customers and proceeds thereof are the exclusive property of Client upon collection by the Agents. Neither Agents nor CheckFreePay shall have any ownership interest in any Customer Payment or proceeds thereof.
 - (f) CheckFreePay shall promptly adjust any inaccuracy in the Production Files and process an adjustment via ACH transfer – debit or credit, as applicable ("**Adjustment**") within three (3) Business Days of becoming aware of the error. The dollar amount of Adjustments will vary. Reasons for Adjustments include, but are not limited to: Returned Items, hereinafter defined, Missing Payments, hereinafter defined, Customer Payments entered twice, incorrect payment amount, incorrect payee, and/or incorrect payment type. Upon Client's request, CheckFreePay will use reasonable efforts to provide proof of payment or other related documentation in connection with an Adjustment.
 - (g) Client shall, within ninety (90) days from the date of a particular Customer Payment, notify CheckFreePay of any dispute by Client or Customer in connection with such payment (a "**Disputed Item**") and CheckFreePay shall, within thirty (30) days of receipt of such notification, research and attempt to resolve the Disputed Item, and shall use reasonable efforts to provide related documentation for such Disputed item.
6. Client's Obligations.
- (a) Client grants CheckFreePay the right to, as applicable, ACH transfer – debit or credit Client's Bank Account the amount of the Customer Payments, and any applicable fees or other amounts owed CheckFreePay or Client hereunder, (except with respect to such Fees or other amounts to be invoiced monthly, as applicable) as set forth in this Schedule.
 - (b) Receipt by CheckFreePay of funds in valid legal tender on behalf of Client shall constitute payment to Client, and Client shall promptly post all Customer Payments received through the Walk-In Services.
 - (c) Client agrees to provide current Customer information through real-time access to Client's systems, or by delivering a MAM file to Fiserv, as mutually agreed by the parties, to CheckFreePay for use in validating Customer accounts for payment. Client shall not validate for payment any Customer account that is in default status under applicable law.
 - (d) Client shall notify CheckFreePay immediately if Client fails to receive a readable Memo File and/or Production File(s).
 - (e) Client shall communicate to CheckFreePay when Client cannot process Customer Payment Data contained in the Production File or any Memo Files.
 - (f) Client agrees that during the Term and for a period of one (1) year thereafter, Client will not, either alone or in concert with others, directly or indirectly solicit, entice, induce or encourage any Agent to process walk-in bill payments for Client.

- (g) Client agrees to provide CheckFreePay (3) month's written notice prior to any material changes to bill stub (such that may impact CheckFreePay's ability to process payments accurately and timely), and provide to CheckFreePay new bill stub samples for quality assurance testing.
- (h) Client will supply CheckFreePay with appropriate data to assist in deploying the Walk-In Services, marketing the Walk-In Services, and ensuring appropriate Agent coverage. Client will provide, at a minimum, a list of zip codes the Client serves as well as Customer counts in each zip code.
- (i) Client agrees to cooperate fully with CheckFreePay in support of resolving Adjustments, Missing Payments and Disputed Items.
- (j) Client shall provide CheckFreePay six (6) weeks' advance written notice if Client intends to perform any scheduled maintenance on its systems that may impact CheckFreePay's or the Agents' ability to perform the Services as set forth herein.
- (k) Client shall promptly, but no later than two business days following receipt thereof, forward to CheckFreePay (for investigation, resolution and/or response) any written complaints received by Client relating to the Walk-In Services. Client shall also notify CheckFreePay of any litigation or other legal proceedings filed or brought against Client relating to the Walk-In Services, which notification shall include a copy of any documentation provided or available to Client with respect to the litigation or proceedings, which must be provided to CheckFreePay within two business days of receipt, as well as a description of Client's position with respect to the matter, which must be provided within a reasonable period after filing of the applicable complaint but no later than twenty (20) business days thereafter.

7. In-Lane Payments

- (a) If mutually agreed by the parties, at select CheckFreePay-designated Payment Outlets, Customers may make payments in the check-out lane as opposed to at a separate customer service desk (such payments referred to as "In-Lane Payments"). At such locations, the Customer will present a bar-code or QR code (each a "Barcode") to the Agent, who will scan the code to begin the Bill Payment transaction.
- (b) CheckFreePay and Client will work together to associate the Barcodes with Customer account information, and Client will only associate Barcodes with Customer accounts that are eligible to receive payments via the Walk-In Services.
- (c) Client and CheckFreePay will work together to determine which Fiserv-approved method Client will use to 1) provide necessary Customer information to Fiserv no later than upon barcode delivery and 2) deliver the barcode to the Customer.

8. Mutual Obligations.

- (a) Within 30 days after the Schedule Effective Date, CheckFreePay and Client will create a mutually agreed upon project plan for the implementation of the Walk-In Services that will include a final list of standard requirements and tasks and delivery dates for such tasks (the "**Project Plan**"). CheckFreePay and Client will use reasonable efforts to implement the Walk-In Services in accordance with the Project Plan. If either party's commitments outlined in the Project Plan are not executed in accordance with the timeframes established in the Project Plan, CheckFreePay and Client representatives shall meet within five business days to discuss the potential impact of the missed commitments, which may include a new implementation date for the Walk-In Services. Additionally, if CheckFreePay or Client makes any changes to the requirements in the Project Plan, such changes to the requirements may impact the implementation date of the Walk-In Service. In any event, if the Commencement Date has not occurred within 6 months of the Schedule Effective Date, and such delay is attributable in whole or part to Client's failure to adhere to the commitments set forth in the Project Plan, Client agrees to pay CheckFreePay, as liquidated damages and not as a penalty, a fee of \$5,000 per month until such time as the Commencement Date has occurred.
- (b) Using the mutually agreed upon procedures, CheckFreePay and Client will use commercially reasonable efforts to respond to research requests from each other involving Customer Payments within three (3) business days provided that sufficient information is provided by the requesting party to perform such research.

9. Marketing.

- (a) Client agrees to communicate and promote the availability of the Walk-In Services to its entire customer base within sixty (60) days of the Commencement Date. Typically, usage results are optimized by communicating options on an ongoing basis, using a variety of different promotional methods, such as, but not limited to, prominent website messaging, statement messaging, bill inserts, email/direct mail campaigns and sweepstakes. Client agrees to provide CheckFreePay with examples of executed marketing programs at CheckFreePay's request.
- (b) CheckFreePay shall have the right to reasonably display the names and logos of Client in connection with CheckFreePay's presentation of Walk-In Services to Customers and for other reasonable business purposes after consultation with and approval by Client.
- (c) Client agrees to add permanent messaging about the availability of the Walk-In Service and a link to CheckFreePay's agent locator on its website where billing and payment options are provided.

- (d) Client agrees to communicate the availability of the Walk-In Service on equal footing with any other third party provider of substantially similar services.

10. Additional Terms.

- (a) Limitation of Liability. IN NO EVENT SHALL CHECKFREEPAY BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS SCHEDULE, REGARDLESS OF WHETHER SUCH CLAIMS ARISES IN TORT, CONTRACT, OR OTHERWISE. CHECKFREEPAY'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS SCHEDULE SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT OR USERS TO CHECKFREEPAY UNDER THIS SCHEDULE DURING THE 12 MONTH PERIOD PRECEDING THE DATE THE LAST CLAIM ACCRUED.
- (b) Ownership. The Services provided by CheckFreePay under this Schedule, including any modifications, enhancements, additions, or upgrades to any of the foregoing, and all algorithms, code, designs, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights related to each of the foregoing are and shall remain the sole and exclusive property of CheckFreePay or its Affiliates or licensors.
- (c) Relationship of the Parties. Client hereby authorizes CheckFreePay to act on Client's behalf for the purpose of accepting Customer Payments for remittance to Client. It is expressly agreed that the parties are independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other.
- (d) Payment Concentrator Agreement. In the event Client enters into an agreement with CheckFreePay's Affiliate, Fiserv, to act as Client's Payment Concentrator as described herein, CheckFreePay shall establish such connectivity as required to deliver Production Files and Customer Payments accordingly. In the event that Client's agreement with Fiserv terminates or expires for any reason prior to the end of the Schedule Term, Client agrees to participate in the redirection of certain communications to allow CheckFreePay to connect directly to Client as may be required for CheckFreePay to perform its duties as specified herein. CheckFreePay requires a minimum of one hundred twenty (120) days advance notice of such redirection in Schedule to avoid any interruption in the Walk-in Services.
- (e) Agent Termination. Client may direct CheckFreePay, via e-mail or other written communication, to terminate a Payment Outlet within thirty (30) days of such notification for improper disclosure of Customer information to a third party. Client understands, acknowledges and agrees that an Agent, may at any time, upon thirty (30) days written notice to CheckFreePay, stop processing payments for Client. CheckFreePay shall promptly notify Client if it receives any such notice from an Agent.
- (f) Missing Payments. In the event that any Customer Payments are stolen, lost, damaged, or destroyed ("**Missing Payments**") between the time of receipt of a Customer Payment by an Agent and transfer of the Customer Payment to Client's Bank Account, CheckFreePay shall be responsible for such Missing Payments to the extent set forth below. CheckFreePay shall notify Client of any Missing Payments within twenty-four (24) hours of such knowledge and agrees to cooperate fully with Client by providing Customer Payment Data pertaining to such Missing Payments. Client agrees to cooperate fully with CheckFreePay by providing names and addresses for all Customer accounts related to the Missing Payments. The sole liability of CheckFreePay shall be the value of the Customer Payment that has not already been remitted to Client.

11. Exclusivity.

- (a) Client agrees that CheckFreePay shall be the sole and exclusive provider of the Services that are the subject matter of this Schedule. Client agrees not to enter into an agreement with any other entity to provide these Walk-in Services (or similar services), and not to perform these Walk-in Services (or similar services) for itself, during the Schedule Term without CheckFreePay's prior written consent.
- (b) If Client acquires another entity, the exclusivity provided to CheckFreePay hereunder shall take effect with respect to such acquired entity as soon as practicable after expiration or earlier termination of such acquired entity's previously existing arrangement for these Walk-in Services.
- (c) If Client is acquired by another entity, the exclusivity provided to CheckFreePay hereunder shall apply with respect to the level or volume of Walk-in Services provided immediately prior to the signing of the definitive acquisition agreement relating to such acquisition and shall continue with respect to the level or volume of such Walk-in Services until any termination or expiration of this Schedule.

12. Holidays, Weekends and Business Days.

- (a) When Federal Reserve holidays are observed, settlement funds and remittance files are designed to be included with the next business day's funds and files. The Federal Reserve holiday schedule may be found at: <http://www.federalreserve.gov>.
- (b) The Walk-In Services are designed to deliver reports and settled funds on business days defined as Monday, Tuesday, Wednesday, Thursday, and Friday. Funds shall be available two business days after the processing date. Transactions

occurring after the close of business on Friday, on Saturday, and on Sunday are designed to be reported and included with Monday's business day transactions.

13. ASP Services Terms.

- (a) Fiserv System and Client Systems. Fiserv systems used in the delivery of Services under this Schedule (the "**Fiserv System**") and Client's networks and computer systems ("**Client Systems**") contain information and computer software that are proprietary and confidential information of the respective parties, their suppliers, and licensors. Each party agrees (a) not to attempt to circumvent the devices employed by the other party to prevent unauthorized access thereto, including without limitation modifications, decompiling, disassembling, and reverse engineering thereof and (b) to reasonably maintain its respective systems in order to provide or receive, as applicable, the Deliverables as set forth in the Agreement. The restrictions set forth in this paragraph shall not apply to an Open Source Component to the extent such restrictions conflict with the terms of the applicable Open Source License.
- (b) Fiserv Obligations.
- i. Changes. Fiserv may make changes in its methods of delivering the Services, including but not limited to operating procedures, type of equipment or software resident at, and the location of Fiserv's service center(s) as long as such changes are PCI compliant. Fiserv will notify Client prior to implementing any material change that affects Client's normal operating procedures, reporting, or internal service costs. Upon receipt of such notice of a material adverse change, Client shall have a thirty (30) day period of time after its receipt of such notification to either accept or reject such changes in writing. If Client rejects such changes in writing within the thirty (30) day period of time specified above, Fiserv shall have the option to terminate the Services under this Schedule upon thirty (30) days written notice to Client and, in such event, Fiserv shall receive payment only for Services that are fully completed in accordance with this Schedule, including all transactions that have been processed through the On-Demand Services, on or before the date of termination.
 - ii. Security Testing. Fiserv may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services. Upon Client's written request, Fiserv agrees to provide Client with a copy of its most recent security certification, if any, for the applicable Fiserv service center providing such Services.
 - iii. Third Parties. To the extent Fiserv's obligations under this Schedule are dependent on the actions of a third party or entering into an agreement with such third party, Fiserv shall use commercially reasonable efforts to obtain such action or enter into such agreement on reasonable terms. If Fiserv is unable to obtain such action or enter into such agreement after complying with the foregoing, Fiserv's dependent obligations hereunder shall immediately terminate.
- (c) Client Obligations.
- i. Procedures. Client agrees to comply with Fiserv's procedures and operating instructions for use of Services and the Fiserv System, and Fiserv will provide Client a copy of such procedures and operating instructions prior to the Schedule Effective Date.
 - ii. Client Equipment. All communication lines, networks, terminals, equipment, computer software and systems, and interface devices required to access the Fiserv System and to transmit and receive data and information between Client's location(s), Fiserv's service center(s), and/or other necessary location(s) (collectively, "Client Equipment") shall be compatible with the Fiserv System. Client is responsible for procuring and managing Client Equipment at its expense, provided that communication lines from Client's primary location to the Fiserv data center shall be procured from Fiserv. Client agrees to pay Fiserv's standard fee for recertification of the Fiserv System resulting from Client's use of non-compatible Client Equipment.
 - iii. Input. Client shall be solely responsible for the input, and delivery to and from Fiserv (whether delivered to or from Client site(s) or any applicable clearinghouse, regulatory agency, or Federal Reserve Bank) of all information and data required by Fiserv to perform Services unless Client has retained Fiserv to handle such responsibilities, as specifically set forth in this Schedule. The information and data shall be provided in a format and manner approved by Fiserv. Fiserv shall not be responsible for Client's failed access to the Services across public lines or compromised data delivered over such lines. Client is responsible for providing all reasonable instructions requested by Fiserv as necessary to perform the Services. Client shall determine and be responsible for the authenticity, accuracy, and completeness of all information, data and instructions submitted to Fiserv, including providing the amount of any User fees. Fiserv is not obligated to check for errors or omissions in any such information, data, or instructions and/or to correct, cancel or amend any action in connection with any Services once Fiserv has received instructions to complete such action. If Client's records or other data submitted for processing are lost or damaged for any reason, Client shall retransmit (or cause retransmission of) such records or data.
 - iv. Client Review; Responsibility for Accounts. Client shall review all reports furnished by Fiserv for accuracy,

and shall work with Fiserv to reconcile any out of balance conditions or discrepancies. As applicable, Client shall be responsible for balancing its accounts each business day, notifying Fiserv promptly of any errors or discrepancies, and retaining records related to all accounts. Fiserv will use commercially reasonable efforts to correct errors attributable to Client or Client's other third party servicers. Such error correction, including reconstruction of error conditions attributable to Client or to third parties acting on Client's behalf, will be done at Fiserv's then-current professional services rates.

- v. Client Systems. Client shall ensure that Client Systems: (i) are capable of passing and/or accepting data from and/or to the Fiserv System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Fiserv System through Client Systems.
- vi. Client Notification. Client agrees that it shall notify Fiserv as soon as possible upon becoming aware of any incident of unauthorized access to any Customer Information or the Fiserv System

14. Compliance.

- (a) The parties will each comply with all laws, rules (including Network Rules), and regulations (collectively "Laws") that are applicable to their respective performance obligations under this Agreement. The parties further agree to provide reasonable assistance, as may be required by Law, to each other when one or the other is performing investigations pertaining to Bill Payment transactions hereunder, including but not limited to fraud or other regulatory purposes.
- (b) If CheckFreePay reasonably believes that the Walk-In Services, or Client's use of the Walk-in Services violates Law or industry standards, or otherwise poses a threat to CheckFreePay or any CheckFreePay systems (including without limitation any Fiserv System), security, equipment, processes, intellectual property or reputation ("Threatening Condition"), and if, in the reasonable and good faith determination of CheckFreePay, the Threatening Condition poses an imminent or actual threat (including without limitation regulatory investigation, inquiry or penalty), Client agrees that CheckFreePay may suspend any and all use of the Walk-In Service until such Threatening Condition is cured. CheckFreePay will promptly notify Client of such suspension and both parties will use reasonable efforts to cure or cause the correction of the Threatening Condition following such notice. CheckFreePay may terminate Client's use of the Walk-In Services without further requirement of notice if the Threatening Condition remains uncured more than thirty (30) calendar days after CheckFreePay notifies Client of the Threatening Condition.

15. Notices. All notices required or permitted under this Schedule shall be given pursuant to Section 12(g) of the Agreement and, with respect to CheckFreePay, such notices shall also be addressed to the following:

CheckFreePay Corporation
2900 Westside Parkway
Alpharetta, GA 30004
Attention: General Manager, Walk-In Payment Services

and to:

Fiserv Solutions, LLC
2900 Westside Parkway
Alpharetta, Georgia 30004
Attention: Counsel, Biller Solutions

Attachment 1

Fees for Walk-In Services

1. Implementation Fee.

Client agrees to pay a one-time fee of \$_____ for implementation, to be invoiced upon execution of this Schedule.

OR

CheckFreePay waives the fee for its standard implementation services. The fees for any implementation services provided beyond CheckFreePay's standard implementation service will be invoiced upon the earlier of (a) the Commencement Date or (b) 90 days from the Schedule Effective Date, and thereafter on a monthly basis in arrears, at the "Development Fee" rate set forth in Section 3 below, and Client agrees to pay for such services in accordance with the Agreement.

2. Service Fees. The Fees for each transaction/item are as follows:

- (a) **Transaction fees paid by Customer.** The following Convenience Fees shall be assessed to Customers on Client's behalf for each Bill Payment transacted:

Convenience Fee: **maximum of _____ per transaction**

- (a) **Transaction fees paid by Client.** Client shall pay CheckFreePay the following Processing Fees, invoiced monthly in arrears by CheckFreePay, for each Bill Payment transacted:

Processing Fee: **_____ per transaction**

3. Development Fees. Any post-implementation development, maintenance, alterations, changes and/or additional requests, or Client requested data preparation and/or reporting will be charged at CheckFreePay's standard development rate of \$275.00 per hour, unless otherwise agreed in writing. All such projects and requests will be subject to CheckFreePay's approval and Client's agreement to pay additional fees, which will be determined depending upon the nature of the project or request and agreed upon by executing a Statement of Work between the parties.

4. Miscellaneous Fees (when applicable):

MAM File:

Programming fee; invoiced when incurred.

\$11,200

File storage, maintenance and updating; invoiced monthly.

\$350 per month

The MAM (Mini Account Master) File is a type of file that Client will periodically, as agreed upon, send electronically to CheckFreePay to enable Agent verification of Customer account information at the time of transaction.