

PAYER TERMS AND CONDITIONS

BY AGREEING OR SIGNIFYING YOUR ACCEPTANCE TO THESE TERMS AND CONDITIONS OR USING SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS ON YOUR OWN BEHALF AND ON BEHALF OF THE PAYER. YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE PAYER TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND DO NOT HAVE THE AUTHORITY AS PROVIDED HEREIN, DO NOT SIGNIFY YOUR ACCEPTANCE OR AGREE TO THE TERMS AND CONDITION, OR USE THE SERVICE.

Payer Terms and Conditions

1. License Grant & Restrictions. Invoice Cloud hereby grants Payer a non-exclusive, non-transferable, worldwide right to use the Service, specifically to pay and/or view invoices issued by the Biller and accessed through the Service and to view and access payment and invoice history. All rights not expressly granted to Payer are reserved by Invoice Cloud and its licensors.

Payer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Service, or (c) copy any features, functions or graphics of the Service. User passwords cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Payer may not: (i) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (ii) attempt to gain unauthorized access to the Service or its related systems or networks.

Payer may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or for competitive purposes.

2. Privacy & Security; Disclosure

Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164 with the

Billers. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and, Cardholder Information Security standards enforceable by the Biller.

3. Payer's Responsibilities

Payer is responsible for all activity occurring under Payer's User accounts and shall abide by all applicable local, state, and national laws, treaties and regulations in connection with Payer's use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Payer shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected by Payer or Payer's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Invoice Cloud does not own any data, information or material that Payer submits to the Service in the course of using the Service ("Customer Data"). Payer, not Invoice Cloud, shall have sole responsibility for the accuracy and intellectual property ownership or right to use of all Customer Data, and, to the extent permitted by applicable law, Invoice Cloud shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Customer Data by Invoice Cloud, the Payer or otherwise. In the event these Terms and Conditions are terminated, upon request within 60 days thereafter, Invoice Cloud will make available to Payer a file of the Customer Data. .

5. Intellectual Property Ownership

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

6. E-mail Notifications

The Payer hereby consents to receiving e-mail notifications as a reminder that payments are due or to be paid with respect to a Biller's invoice or charges. Such e-mail notifications will include a link to the Service. Payer can opt out of such e-mail notifications by following instructions contained on the notification. Until Payer opts out of such e-mail notifications, such notifications will continue.

7. Termination for Cause

Any breach of Payer's obligations under these Terms and Conditions or unauthorized use of the Invoice Cloud Technology or Service will be deemed a material breach of the Terms and Conditions. Invoice Cloud, in its sole discretion, may terminate Payer's password, account or use of the Service if Payer breach or otherwise fail to comply with these Terms and Conditions. In addition, Invoice Cloud may terminate a free account at any time in its sole discretion, including without limitation any violation of these Terms and Conditions. Payer agrees and acknowledges that Invoice Cloud has no obligation to retain the Customer Data, and may delete such Customer Data, if Payer has materially breached the Terms and Conditions, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

8. Representations & Warranties

Payer represents and warrants that it has the legal power and authority to enter into the Terms and Conditions. Payer represents and warrants that Payer has not falsely identified itself nor provided any false information to gain access to the Service and that Payer's billing information is correct.

9. Convenience Fees are Non-Refundable. Indemnification

Any convenience fees paid by Payer are non-refundable once processed. Payer shall indemnify and hold Invoice Cloud, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) Electronic Check (EFT)/ACH reject fees assessed from Payer's transactions; (ii) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (iii) a claim, which if true, would constitute a violation by Payer of Payer's representations and warranties or the breach by Payer or Payer's Users of these Terms and Conditions; or (iv) a claim arising from Payer's use of the Service.

10. Disclaimer of Warranties

EXCEPT AS PROVIDED IN THIS AGREEMENT, INVOICE CLOUD AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES . INVOICE CLOUD AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET PAYER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED

DATA WILL BE ACCURATE OR RELIABLE, OR (D) THAT THE SERVICE WILL RUN ERROR-FREE OR DEFECTS FREE OR THAT ANY SUCH ERRORS OR DEFECTS WILL BE CORRECTED. THE SERVICE AND ALL CONTENT IS PROVIDED TO PAYER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS. INVOICE CLOUD'S SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. INVOICE CLOUD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. Limitation of Liability

IN NO EVENT SHALL INVOICE CLOUD'S AGGREGATE LIABILITY EXCEED \$5,000. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Payer.

13. Notice

Invoice Cloud may give notice by means of a general notice on the Service, electronic mail to Payer's e-mail address on record in Invoice Cloud's account information, or by written communication sent by first class mail or pre-paid post to Payer's address on record in Invoice Cloud's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Payer may give notice to Invoice Cloud (such notice shall be deemed given when received by Invoice Cloud) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Invoice Cloud at the following

address: Invoice Cloud, Inc., 35 Braintree Hill Office Park Suite 100, Braintree, MA 02184 in either case, addressed to the attention of Client Services.

14. Modification to Terms

Invoice Cloud reserves the right to modify these Terms and Conditions or its policies relating to the Service at any time, effective upon posting of an updated version of the Terms and Conditions at www.invoicecloud.com/payertermsandcondtions. Payer is responsible for regularly reviewing these Terms and Conditions. Continued use of the Service after any such changes shall constitute Payer's consent to such changes.

15. General

These Terms and Conditions shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms and Conditions or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts. These Terms and Conditions may not be assigned by Payer without the prior written approval of Invoice Cloud. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the Terms and Conditions. If any provision of the Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Payer and Invoice Cloud as a result of this agreement or use of the Service. The failure of Invoice Cloud to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. These Terms and Conditions, comprises the entire agreement between Payer and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

16. Definitions

As used in these Terms and Conditions:

"Terms and Conditions" means these terms and conditions, whether agreed to electronically, in writing or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein, as such materials, including the terms of these Terms and Conditions, may be modified by Invoice Cloud from time to time in its sole discretion;

"Biller" means the party who issues an invoice to the Payer which is to be paid through the Service.

"Content" means the audio and visual information, documents, software, products and services contained or made available to Payer in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by Payer to the Service in the course of using the Service;

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

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

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

"Payer" means the customer, person or organization that is the receiver of product, services or invoices on behalf of customer, of the Biller, which Biller has subscribed to the Service in order to present invoices and receive payment from such payer.

"Service(s)" means the specific edition of Invoice Cloud's billing and payment service, or other corporate services developed, operated, and/or maintained by Invoice Cloud, accessible via <http://www.InvoiceCloud.com> or another designated web site or IP address, or ancillary online or offline products and services provided to Payer by Invoice Cloud, to which Payer are being granted access under these Terms and Conditions, including the Invoice Cloud Technology and the Content.

"User(s)" means Payer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Biller or Invoice Cloud.

Questions or Additional Information:

If Payer has questions regarding these Terms and Conditions or wishes to obtain additional information, please send an e-mail to contracts@InvoiceCloud.com.